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The Solicitors' Journal

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The Solicitors' Journal

(ESTABLISHED 1857.)

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VOL. LXXII. **Saturday, June 9, 1928.** No. 23

Current Topics: Registration of Title: Solicitors' Remuneration — Trustee Securities — Arrestment on the Dependence—The Lord Probationer —Public and Private Lotteries—Coroners and their New Act—The Police and the Public—Infanticide —A Lady and the Law—Unsworn Evidence of Children — Man Certified not Drunk Charged as Drunk 373

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Current Topics.

Registration of Title—Solicitors' Remuneration.

INQUIRIES ARE frequently made whether solicitors in London, Eastbourne and Hastings are finding that, independently of any merits or demerits of the registration system, the remuneration now allowed to them under the Solicitors' Remuneration (Registered Land) Order, 1925, in connexion with the registration of an absolute title, is a paying proposition. Whenever the point is mooted it is naturally difficult to give any sort of answer, for a general conclusion can be reached only after a careful study of the experience of representative solicitors in the compulsory registration areas. We are anxious to obtain some indication of the general feeling among solicitors upon the adequacy or inadequacy of the authorised remuneration and accordingly invite those who practice in the compulsory registration areas to express to us their views upon the matter. It will be recalled that registration of title effects a curtain over equitable interests and that as the legal estate is always on the register, a solicitor advising a prospective vendor is freed from the task of ascertaining whether a document relates to the legal estate and ought to be abstracted. Indeed, where the title is absolute the particulars to be delivered take the place of the usual abstract, though copies of some documents may be required, as, for instance, in the case of leases or fee farm grants. Also an inspection of the register takes the place of all searches except for local land charges. What we would like to be informed about is whether, in view of any saving of work and responsibility resulting from the registration of an absolute title, a solicitor acting for a vendor or a purchaser is better or worse off in the matter of remuneration under the registration system than if the title were not registered.

Trustee Securities.

THE REPORT has been issued of the Committee appointed under the chairmanship of Lord Justice LAWRENCE to consider "in what securities trustees should be authorised to invest, whether under or in pursuance of any general or special Act of Parliament." The conclusions at which the Committee has arrived can by no means be described as startling and its recommendations are far from sweeping. It is pointed out that there are in operation two codes setting out the authorised range of trustee securities, namely, the appropriate sections of the Trustee Act, 1925, and Ord. 22, r. 17, of the R.S.C., the latter code being made applicable to trustee investments by virtue of s. 1 (1) (*r*) of the Trustee Act. "The result has been not only considerable overlapping, but also some discrepancy between the two codes." This is illustrated by reference to the divergence between the conditions in which prior railway charges are authorised. After referring to historical reasons for the two codes and pointing out that these reasons have no longer any force, the Committee recommends that the authorised range of investment should depend directly upon statute, leaving, however, to the court the power to prescribe the investments into which cash under its control can be invested. The practice of giving trustee status to local stocks by local or private Acts is condemned by the committee, and the recommendation is made that in future trustee status should be conferred on investments only by public general statute. Having regard to the present wide range of authorised investments it is opined that there is no need felt by trustees for a wider range of investment than exists at present. The repeal of the Local Loans Act, 1875 (without prejudice to vested interests), is advocated and the cessation of the authorisation of issues of housing bonds is strongly recommended. The Committee has drafted a thoroughly conservative document with the contents of which, so far as they go, no one can possibly disagree.

Arrestment on the Dependence.

ABOUT THIS time last year the Lord Chancellor appointed a Committee, under the Chairmanship of Mr. Justice HILL, to consider the advisability of adopting the process of Scots Law known as "Arrestment on the Dependence," which, as we said at the time, raised a question of far-reaching importance. We examined the proposal carefully in 71 SOL. J. at p. 508. The Committee has now submitted its Report (72 SOL. J., p. 370), and having examined ten representative witnesses, including the President of The Law Society, have come to the conclusion that a case for a change in the law has not been made out. Curiously enough no witness appears to have made the suggestion that Arrestment upon the Dependence should be adopted in England *without modification*. On the other hand, some suggestions went beyond and others fell short of the Scotch practice, and limited the claims against persons resident abroad and on the other hand extended to property of the defendant where in the hands of third persons or the defendant himself. We still think it unfortunate that the Committee had not been asked to consider the allowed process in Scots Law of the arrestment *ad fundandam jurisdictionem*, which, while it is an independent process having for its primary object the founding of jurisdiction against a foreigner not otherwise subject to the jurisdiction of the court, is no less a process with the same object in view as that referred to the Committee.

The Lord Probationer.

One of the features distinguishing the Scottish legal system from that prevailing in England—and in itself a singularly curious one—is that which requires every person who is appointed a Lord of Session to "pass his trials." Having presented to the court the commission appointing him a judge, he is required to sit with a Lord Ordinary in the Outer House and hear debate in at least two causes, which, having done, he has to report thereon and suggest judgment therein in presence of the judges of the First Division of the Inner House; and thereafter he is required to hear debate in a cause before the First Division and give his opinion thereon, again in the presence of the judges there sitting. While undergoing this trial of his qualifications he is termed the Lord Probationer, and it is only after he has emerged safely from the ordeal that he assumes the judicial title by which he has elected to be known. Originally the trial was more severe and much more prolonged, but it has long degenerated into a mere form which is only embarrassing to the new judge should he deliver opinions in the cases heard by him which may not accord with the views of the judges to whom he submits them. But even though his opinions as so delivered should be considered to be erroneous in point of law, the court has no power to reject him, for any vetoing power it was supposed to possess was expressly taken away by statute. In 1723 the court rejected Patrick Haldane, not indeed on the ground of lack of legal knowledge, but on the ground that his attendance in the Court of Sessions as an advocate had been little more than nominal; but on appeal to the House of Lords the rejection was quashed and he was thereupon admitted as a judge. So annoyed were the Crown authorities by the slight put upon their judicial nominee that soon afterwards they carried through Parliament a statute abolishing the Court of Session veto on judicial appointments. The abolition of the now empty form of having to undergo trials by a new judge has often been advocated, but hitherto without success. Last week Lord Mackay, the newly-appointed Lord of Session, had to undergo the ordeal like all his predecessors.

Public and Private Lotteries.

The Press now openly discusses the particulars of certain "sweepstakes" on the Derby, on so colossal a scale that the winner of the first of many prizes may live in opulence, if not in splendour, for the rest of a long life. Yet a nice question arises as to how far this may be guilty splendour in the eyes of the law. The promoters of these enormous affairs do not openly advertise their tickets for sale to the public, although probably those who wish to obtain them have little difficulty in doing so. Successive Home Secretaries, in answer to questions in the House of Commons, have drawn distinction between public sweepstakes (which, of course, are lotteries, and illegal), and those promoted privately, stating that there is no decision that the latter are within the prohibition of the Acts. But it was equally true that there was no decision until 1891 that a husband could not lawfully beat his wife, although, according to the judges of that day, the law they laid down had remained unchanged through our legal history. It was, of course, clearly established in *Jenks* v. *Turpin*, 1884, 13 Q.B.D. 505, that a common gaming house need not necessarily be open to the public, and the same is true of a betting house, as in *Jackson* v. *Roth*, 1919, 1 K.B. 102. Section 2 of the Gaming Act, 1802, expressly forbids the keeping "publicly or privately" of any place for a lottery. It was held in *Martin* v. *Benjamin*, 1907, 1 K.B. 64, that the promotion of an isolated lottery was not within the section, but, as pointed out by Ridley, J., the sale of lottery tickets is made an offence by s. 41 of the Lotteries Act, 1823, and there is nothing in the section to limit the offence to sale after or in pursuance of any public offer. And it also expressly includes the sale of tickets in foreign lotteries. Incidentally, s. 59, still unrepealed, provides that the police may, on warrant, break open houses on suspicion of offence being committed under the Act, and that those obstructing them may be publicly whipped, a possibility also under the Vagrancy Act: see Vol. 70, p. 294.

Coroners and their New Act.

The West London coroner has been criticising the provision contained in s. 20 of the Coroners (Amendment) Act, 1926, providing for the adjournment of an inquest when some person is charged with homicide. He complains that he had to adjourn his inquest three times, and that the resultant expense will be greater than if the jury had gone on and finished. But the answer to this seems to be that the adjournment was too short each time. In any case the coroner has, under the Coroners Rules, 1927, power to alter the date fixed for the adjournment and give notice in the form provided to both jurymen and witnesses, and so save their further appearance. The expense of doing this must be very small, and much more than balanced by the saving of time to jurors and witnesses. In most cases the jury can be discharged when the first adjournment takes place. In the particular case in question there really seems to have been no useful end served by resuming the inquest at all, but perhaps there was some good reason not apparent in the press reports. The *Pace Case* seems to be another where the new Act has not been operated to the best advantage. A long inquest has been followed by a long inquiry before justices. The coroner pressed the jury to name some person as responsible for the death they were inquiring into, and his committal would have been sufficient; under s. 25 he has all the powers of justices in that behalf. There is possibly some explanation why the double inquiry is thought necessary, but it is certainly not in the interests of public economy.

The Police and the Public.

In a letter to *The Times*, a correspondent signing himself "Barrister-at-Law" sets forth the judges' rules mentioned in our article on the above subject, on the 26th May (p. 344), and criticises the ninth or last, dealing with the reduction to writing of the statement made, and signature thereof, by the deponent. He quotes a case in his own experience of such procedure being taken with a negro ship's-fireman, a very illiterate man, unable to read, and who could only write his own name. This man repudiated the statement attributed to him, and of course his illiteracy lent considerable weight to such repudiation. The correspondent suggests that the written statement should be in holograph where possible, and otherwise taken down verbatim. A holograph statement would certainly be more difficult to dispute, but the deponent would still be able to plead duress or fear, or that the statement was virtually dictated to him. The illiterate witness would seem to be in about the same position as before, after such a reform, for the plea of ignorance of the contents of the statement would be equally difficult to meet. In the circumstances, there hardly appears to be a satisfactory half-way house between the present procedure and one approximating that on an affidavit or statutory declaration, to be taken by some commissioner independent of the police. A statement witnessed or counter-signed by the deponent's own solicitor would be a satisfactory document to put in evidence, but unfortunately the deponent in a position to employ his own solicitor would be one whose education and position would render his repudiation of his own signature too difficult for him to attempt it. In the case of young, or ignorant, or foreign deponents, the police would certainly do well to have an independent witness to the signature, prepared to state that it was freely given, and with understanding. And each page of the signature should be initialled and counter-initialled, to meet the obviously possible accusation of fraudulent substitution.

Infanticide.

MR. JUSTICE FINLAY, in his address to the Grand Jury at the recent Carlisle Assizes, pointed out that of seven indictments before the court, three were for infanticide. He added that there seemed to be an impression that infanticide was not a crime at all, an impression he apparently put down to the passing of the Infanticide Act. We venture respectfully to doubt whether such an impression actually exists. It is well known that the possible punishment is penal servitude for life, a sentence which no one will regard lightly. There is, moreover, no evidence that the offence is more prevalent than when it was called murder and the punishment of death pronounced but never executed. There has been some difference of opinion whether the Act created a new offence, or whether the committal for trial has to be for murder, but the tenour of the Act certainly indicates the former view to be the correct one. In fact, committals take place upon this basis. The woman is tried for the offence of infanticide. Where she is indicted for murder the jury have power to return a verdict of infanticide and retain the existing power to return a verdict of concealment of birth.

A Lady and the Law.

A MRS. ROUTLEDGE, the leasehold owner of a big house in Hyde Park Gardens, which an estate agent would perhaps describe as a noble mansion, is reported to have locked herself up in it as a protest against the law's injustice to married women. To adopt an old metaphor, it would require a very ingenious person indeed to find any kind of boot on that leg under English law in the twentieth century, and, on the facts alleged, this lady's purported discovery of one is by no means convincing. There appear to have been recent differences between Mrs. ROUTLEDGE and her husband, and a separation deed was drawn up last year. Discussion ensued as to reconciliation, but this did not follow, and ultimately, it seems, Mr. ROUTLEDGE was locked out of the house, though some of his furniture remained there. Mrs. ROUTLEDGE sent the furniture to be warehoused, and a car belonging to her husband to a garage. An order seems to have been made on her to deliver up her husband's furniture and the car to him, which, in the circumstances, she could only do by paying the sums due for warehousing and to the garage proprietor. Since she declines to make these payments, she is in contempt of the order, and a writ of sequestration has been issued against her. According to a published interview, the lady has an objection to professional assistance in her difficulty, but the sequestrators have given notice to her bank, with the consequence that her cheques cannot be honoured, and she understands that the persons in charge of the order may enter her house, so she is locking them out. It seems a pity that she cannot at least have a talk to some intelligent office boy to a solicitor, who could assure her that, of all silly actions, deliberate contempt of court is one of the silliest. As to her sex grievance, she can only be informed that the sauce for the goose on "contempt" is exactly that which would be meted out to the gander if the roles were reversed, provided, of course, that the gander was such a goose as to defy the court. Indeed, if the house had belonged to Mr. ROUTLEDGE and he had been ordered to deliver up his wife's furniture and car from it, it is more than doubtful whether he would have been accorded the same indulgence, for the power of sequestrators to break open locked outer doors is clear: see *Harvey* v. *Harvey*, 1884, 26 C.D. 644, at p. 656, following *Louten* v. *Mayor of Colchester*, 1816, 2 Mer. 395. The locking of the door is in fact rebellion to an order of constituted authority, as appears in the latter case. And, although a wife may lawfully lock her husband out of her house before a court with jurisdiction in matrimonial cases has found that he has misconducted himself, as decided in *Shipman* v. *Shipman*, 1924, 2 Ch. 140, the converse does not hold good.

Unsworn Evidence of Children.

IN A RECENT case before a metropolitan magistrate, several young children were called as witnesses to prove alleged acts of indecent assault upon them by the defendant. The children were considered to be too young to understand the nature of an oath, and therefore their evidence was taken unsworn under the provisions of s. 30 of the Children Act, 1908 (amended by the Criminal Justice Administration Act, 1914). There was no corroboration of the children's testimony, but the solicitor for the prosecution suggested that they corroborated one another. The learned magistrate said that on the whole he was not satisfied with the evidence for the prosecution, and dismissed the charges. In any event, we think that an examination of the section itself establishes the proposition that unsworn evidence cannot supply the necessary corroboration for other unsworn evidence. The section does not merely say that the unsworn evidence of a child shall not be accepted as sufficient without some corroboration; if it did, it would be arguable that several children, all too young to be sworn, might between them establish a case. What it does say is: "A person shall not be liable to be convicted of the offence unless the testimony admitted by virtue of this section and given on behalf of the prosecution is corroborated by some other material evidence in support thereof implicating the accused." The expression "the testimony admitted by virtue of this section" embraces all the unsworn evidence; therefore no conviction can take place unless the unsworn evidence, however much there be of it, is corroborated by other sworn testimony. That, at all events, commends itself to us as being an interpretation of the section which is both strictly correct and also in accordance with its intention. A contrary argument could be made out only by considerable, and, we think, misplaced ingenuity. Every experienced practitioner knows that although most children wish to be truthful in the witness-box, they are so impressionable and so easily influenced that there would be the greatest danger to the liberty and reputation of innocent persons if the uncorroborated evidence of even a number of little children were accepted as sufficient proof of guilt. Admittedly, some guilty men are likely to escape, but that is better than the conviction of even one innocent. The legislature has displayed wisdom in limiting the weight to be attached to the evidence of those who by reason of youth are deemed to be incapable of understanding the solemnity of an oath, and who, presumably, are also too young to appreciate the responsibility of giving evidence on a criminal charge.

Man Certified not Drunk Charged as Drunk.

A REPORT of a case before the magistrates at Ellesmere Port (Cheshire) is a little difficult to understand. The police charged a man with being drunk in charge of a motor car. At the hearing the police surgeon said he was perfectly sober. The police presumably had the doctor's report before they entered the charge at all, and could have refrained from going on with it; they certainly could not be surprised that, after arraigning the accused in court, they were mulcted in costs. A possible explanation is that the doctor saw the man some time after he was taken to the police station, and that the police preferred their own opinion arrived at earlier. Even if this be the case, they showed singular unwisdom in going on. But some policemen are wedded to the view that if the ball is once set rolling, it must go on, even to a final bounce over a precipice. They fear perhaps that if they release the arrested person without bringing him before a magistrate they lay themselves open to an action for false imprisonment, a bogey which is more alarming in contemplation than in actual fact.

Loss due to "Warlike Operation."

THE question whether a loss was occasioned by a warlike operation was considered once again in the recent case of *Clan Line Steamers Ltd.* v. *Board of Trade*.

The plaintiffs were the owners of a vessel, the "Clan Matheson," which had been requisitioned by the Government during the war, under the terms of the Charter T.99, which provided, *inter alia*, that the Government was to be liable for loss due to a warlike operation.

The vessel in question was part of a convoy proceeding from New York to certain French ports, and was carrying a cargo which consisted in part of steel billets which would have been made into shells, and in part of cereals, part of the latter (amounting in quantity to 84 per cent. of the whole cargo) being intended for the civil population, and the remainder for the troops in France. Another vessel in the convoy, the "Western Front," was carrying a cargo exclusively of war stores, and was therefore admittedly engaged in a warlike operation. During the voyage the "Clan Matheson," owing to a defect in her steering gear, swung out of line and collided with the "Western Front," with the consequence that she sank. The arbitrator found, however, that neither vessel had been guilty of any negligence.

The arbitrator further held that the sinking of the "Clan Matheson" was proximately caused by the impact of the "Western Front" moving in the course of a warlike operation which she was then carrying out, and that the sheering of the "Clan Matheson" to port was not the real or proximate cause of her loss, and it was on the question of the accuracy of these findings by the arbitrator that the decision of the court turned.

The question of law which the court was called upon to decide in the above case was whether, where a collision takes place between two vessels, one of which only is engaged on a warlike operation, without negligence on the part of either, the damage to either ship must be regarded as being due to a warlike operation, or whether, on the other hand, the mere fact that one of the colliding vessels is engaged in a warlike operation will not necessarily make the collision a result of the warlike operation.

It may be an advantage, therefore, to examine the authorities, which appear to be fairly numerous.

In *The "Petersham,"* 1921, 1 A.C. 99; 123 L.T.R. 721, a vessel was requisitioned by the Admiralty, and while on a voyage with iron ore, which was not intended apparently for any hostile or warlike purposes, came into collision with another vessel, when both ships were, in compliance with Admiralty regulations, being navigated without lights. Neither vessel was found to have been negligent, and the collision was proximately caused by the absence of lights.

Further, at the time, no submarines were known or suspected to be present. The House of Lords held that there were no warlike operations, and that consequently the loss could not be regarded as being due to warlike operations.

In all such cases, of course, it is necessary to determine two questions, viz., whether there were hostilities or warlike operations which could have caused the collision, and secondly, whether the collision was a direct and proximate consequence of those hostilities or warlike operations, and in the case of the "Petersham" the House was of opinion that the fact that the vessels were sailing without lights under Admiralty orders did not constitute a warlike operation, the House distinguishing the earlier case of *The "Oswald,"* 1918, 2 K.B. 879; 118 L.T.R. 640; where also the vessels were sailing without lights on the ground that both the vessels concerned were proceeding to evacuate troops and were, therefore, on that ground alone, clearly engaged in warlike operations.

The grounds on which the House of Lords came to the conclusion that the vessels in the case of the "Petersham" were not engaged in warlike operations will be found very clearly stated in the judgment of Lord ATKINSON, 1921, 1 A.C., at p. 115: "The sailing over the sea by a cargo-carrying ship from port to port," said Lord ATKINSON, "is in its nature a peaceful adventure, whether undertaken by day or night in war time or in time of peace. But the dangers which in war time beset such an adventure, especially the danger of attack by enemy submarine, may not only justify, but absolutely require, that certain conditions should, as precautions against possible hostile attack, be imposed upon these merchantmen as to the mode and manner in which they shall carry out their adventures. One of these conditions is that when sailing at night they shall not exhibit their regulation lights. It is a purely negative thing not in any way combative or aggressive in character. The non-exhibition of those lights during darkness, no doubt, necessarily increases considerably the risks of collision . . . I do not think, however, that a voyage, such as that upon which each of these ships was engaged, a voyage, which in time of peace would be treated as an ordinary maritime adventure, becomes either a 'hostility' or a 'warlike operation' . . . merely because of the fact that, as a precaution against possible attack, she is compelled not to exhibit her regulation lights during night, even though the consequences indicated should follow from their concealment."

As to the circumstances in which vessels forming part of a convoy may be regarded as being engaged in or being lost as a result of warlike operations, reference may be made to *The "Matiana,"* 1921, 1 A.C. 99; 123 L.T.R. 721, which was decided by the House of Lords at the same time as the "Petersham."

In the *"Matiana" Case*, the vessel was one of four merchant ships proceeding under convoy, and had a cargo of cotton. The vessel was in charge of the convoy zig-zagging and following an unaccustomed course. The night being dark and the currents variable and of an unknown direction and force, the "Matiana," while proceeding in this manner, ran upon a reef and was wrecked. There was no negligence on the part either of the "Matiana" or of the officer in charge, and at the time no submarine was known or suspected to be present, although the vicinity was infested with submarines. The House of Lords held (by a majority) that the loss was not the proximate cause of a warlike operation. Lord ATKINSON took the view that for a ship to sail with a convoy was not necessarily a warlike operation, and pointed out that the convoyed merchant vessels were not to be identified with the convoying warships, so as to be treated as members of a joint flotilla engaged in a common enterprise. As Lord ATKINSON pointed out (1921, 1 A.C., at p. 119): "The roles of the two classes of ships are entirely different in nature and character. That of the ships of war is protective and if need be combative, that of the merchantmen is not at all combative, and, as far as the circumstances permit, is as peaceful in nature and character as would be their enterprise in time of peace."

It is important to note further how the court dealt with the argument that even if a convoyed vessel is not thereby engaged in a warlike operation, the loss of the vessel in such circumstances is to be regarded as a consequence of a warlike operation by the commander of the escort in controlling the course of the convoyed ship. In dealing with this point Lord ATKINSON approved of Lord Justice ATKIN'S reasoning in the Court of Appeal, 1919, 2 K.B., at p. 699, where Lord Justice ATKIN said: "I doubt whether the giving of an order in itself can ever be an operation. That which is done under the order constitutes the operation, and to ascertain whether such operation is warlike or not, no doubt one must look to the function of the person giving the order as well as to the nature of the order, and the person or persons by whom it is to be performed. But I will assume that in giving the order when he did to take a particular course, the commander was performing a warlike operation. Was the loss the consequence

of it? . . . The actual loss was caused by an ordinary sea peril, stranding. It seems to me impossible to say that the naval officer directed her on the reef, or that her striking was the inevitable or even the probable consequence of his order. That she struck the reef was a mischance. It could not be calculated. It was not proximately caused by the order. It was precisely the hand of mischance that constitutes a marine peril when voyaging on an unknown or uncharted route. No doubt, by taking the course she was ordered, she was exposed to the risk of striking the reef, but in my view the true result of the order was merely to expose the ship to a greater chance of suffering a loss from a marine peril."

With the "*Petersham*" and "*Matiana*" *Cases* may be usefully contrasted the cases of the "Ardgantock" and of the "Richard de Larrinaga," reported *sub nom. Att.-Gen.* v. *Ard Coasters Ltd.*, 1921, 2 A.C. 141; 125 L.T.R. 348.

In the first case, a steamship which had been requisitioned by the Admiralty was lost in a collision with a British destroyer, which was patrolling for submarines; the collision occurred as the destroyer, which had come to the end of her beat, was turning on a starboard helm with a view to proceeding in the reverse direction. The night was dark and both vessels were sailing without lights, but neither vessel was to blame for the collision. The House of Lords held that the collision was the direct consequence of a warlike operation, viz., the patrolling of the seas. The reason of this decision will be found very neatly explained by Lord DUNEDIN, who said (*ib.*, at p. 152): "Patrolling for submarines is a warlike operation. The (destroyer) was engaged in such patrolling. In the course of that operation, and while engaged in it, she ran into the 'Ardgantock.' The collision is therefore the consequence of a warlike operation." Or as ATKIN, L.J., put it in the Court of Appeal: "The injury was directly due to the warlike operation of the (destroyer), just as it would have been . . . if the (destroyer) had been herself injured by running into an unlighted wreck or other peril of the same kind. The (destroyer) would have avoided the peril if she had received timely warning by lights, or otherwise, of the presence of the 'Ardgantock,' but that she had in the course of her warlike operations to proceed without such warning and to expose herself and others to risk of injury is one of the risks of the warlike operation."

In the second case, i.e., the case of the "Richard de Larrinaga," the vessel was sailing without lights under convoy from the United States to England when it came into collision with a warship, the "Devonshire," which was proceeding to pick up another convoy, neither vessel being to blame. It was argued that the "Devonshire" was at the time engaged in a peaceful operation, although she was sailing with a view to take up, subsequently, a warlike operation, i.e., acting as convoy. The House of Lords, however, held that the "Devonshire" was at the time engaged in a warlike operation, being of opinion that a vessel is none the less engaged in warlike operations while she is proceeding to the place from where she is intended to execute that operation. As Viscount FINLAY put it: "Part of a warlike operation consists in getting to the proper point for striking at the enemy if actual hostilities of that kind are the object of the expedition, or in proceeding to the point where the duty of undertaking the charge of a convoy is to take effect . . . . I cannot separate the proceeding under orders to the spot where the duty is to be discharged from the actual discharge of the duty itself—both form part of the warlike operation," and, indeed, it would be true to say that almost any movement during war time by a warship at sea would amount to a warlike operation.

If the above, among other authorities, are analysed, the following propositions of law would appear to be established:—

(1) Sailing without lights under orders during wartime does not constitute a warlike operation.

(2) Nor does the fact that the vessel is sailing under convoy. In the latter case, while the convoying vessel is engaged in warlike operations, the vessels being convoyed cannot be sufficiently identified with the former so as to be regarded as being equally engaged in warlike operations.

(3) It is not essential for a vessel to be engaged in warlike operations that she should be engaged at the time in definite warlike operations; she will be just as much engaged in such operations while she is proceeding to a spot where her warlike operations are to be discharged.

(4) Where a vessel comes into collision with another vessel, which is engaged on warlike operations, the loss will not be regarded as being caused by a warlike operation unless the warlike operation itself is the proximate cause, i.e., the *causa causans*, of such loss.

To apply these principles now to the facts in *Clan Line Steamers Ltd.* v. *Board of Trade*, *supra*.

At first sight it seems difficult to distinguish this case from the "*Ardgantock*" *Case*, where the loss was caused through the vessel colliding with a destroyer which was patrolling the seas for submarines, or from the "*Richard de Larrinaga*" *Case*, where the vessel was under convoy and came into collision with a destroyer, which was proceeding to a spot to act as convoy to a number of vessels.

According to the authorities, it would appear to be quite clear that the "Clan Matheson" was not at the time of the collision engaged in warlike operations herself, though, on the other hand, the other vessel, the "Western Front," was admittedly so engaged, as she was carrying war supplies. The real cause of the collision, however, was not anything done in the course of a warlike operation, but the breakdown in the steering of the "Clan Matheson," with her consequent sheering out of her course. The warlike operation was not the proximate cause of the disaster. As WRIGHT, J., put it: "The 'Western Front' only came into collision with the 'Clan Matheson' because of the latter's sudden and unexpected departure from her proper course. The collision was solely due to the fault of the 'Clan Matheson'; it followed directly from the sheering out of her course, and was in no sense due to a warlike operation. The 'Western Front' was a cause *sine qua non*, but was not the dominant cause of the loss; she was an instrument in it, but not the cause of it."

The distinction to be drawn in such cases is necessarily somewhat fine, but the view taken by Mr. Justice WRIGHT, in the *Clan Line Steamers Ltd.* v. *Board of Trade*, appears to be the right one.

In conclusion, it may be usefully noted that if this decision is upheld, it clearly establishes the proposition that where two vessels are in collision and one of them is engaged at the time in a warlike operation, it does not necessarily follow, in every case, that the loss is to be deemed to be the result of a warlike operation, whether it is so or not depending entirely on whether or not the warlike operation is to be regarded as the proximate cause of, and not merely instrumental in causing, the loss in question.

The Savidge Inquiry.

THIS inquiry opened at the Royal Courts of Justice, on Wednesday, before Sir JOHN ELDON BANKES, Mr. H. B. LEES-SMITH, M.P., and Mr. J. J. WITHERS, M.P.

Sir PATRICK HASTINGS, K.C., Sir HENRY CURTIS BENNETT, K.C., and Mr. WALTER FRAMPTON appeared for Miss SAVIDGE; Mr. NORMAN BIRKETT, K.C., and Mr. H. D. ROOME, for Chief Inspector COLLINS, Sergeant CLARKE, and the Commissioner of Police of the Metropolis.

The tribunal was appointed by the Home Secretary, under the Tribunals of Inquiry (Evidence) Act, 1921, to investigate "the action of the police in connexion with their interrogation of Miss SAVIDGE on the 15th of May, 1928," and the chairman

made it plain, at the outset, that the inquiry would be strictly confined to that matter. With this end in view, the application of Mr. EASTWOOD to appear for the two policemen who arrested Sir LEO MONEY and Miss SAVIDGE in Hyde Park was not acceded to; if in the course of the inquiry they became concerned he was at liberty to renew his application.

The tribunal desired first to hear Miss SAVIDGE and any other witness her advisers desired to be heard; then to hear the police, and any witnesses their counsel desired to call; and, lastly, to hear a statement from the Director of Public Prosecutions. They would prefer counsel's observations to be deferred till the evidence had all been called.

Sir PATRICK HASTINGS asked to be allowed to make a brief statement of facts, and this was permitted. The points he emphasised were that neither Miss SAVIDGE nor any one on her behalf had taken any step, after her acquittal, to re-open the matter; that at the police court Sir HENRY CURTIS BENNETT had expressly disclaimed that any charge of perjury was being made against the police; that the Director of Public Prosecutions had his own staff who could, and should, have been entrusted with the taking of Miss SAVIDGE's statement, but had, nevertheless, used a police officer to whom, in his own words, read by Sir PATRICK from a letter from him, he had given "concise and detailed instructions" to take a full statement from Miss SAVIDGE as to her acquaintance with Sir LEO MONEY.

Sir PATRICK then outlined the evidence Miss SAVIDGE would give. He further read extracts from a letter from the Director to Messrs. SYRETT & SONS, as to taking a statement from Sir LEO MONEY, particularly emphasising the concluding paragraph, which ran: "The question therefore is a very simple one. Will you be good enough at the earliest possible opportunity to arrange that Sir LEO MONEY should be seen, either at his house or at your office or at New Scotland Yard, by Chief Inspector COLLINS, and there and then give a full and frank and detailed narrative upon the matters which I have instructed Chief Inspector COLLINS to question him? If you will do so you and your client will have the advantage of knowing that you are assisting the course of justice, and if you decline I must take other steps to procure what is essential for me to have before me."

Miss SAVIDGE then gave her evidence-in-chief, and was still under cross-examination by Mr. BIRKETT when the Court rose.

She said that she was under examination at Scotland Yard from 2.50 to 5.40 p.m., with very little interruption, and was still further questioned by Chief Inspector COLLINS while being taken home in the police car; that portions of the statement she signed were not true, the answers to questions put to her being suggested to her, and when she dissented "everything she said seemed to get squashed"; and that she "let it go at that," being "fed up and only anxious to get away." She also alleged that a "demonstration" of the sitting on the seats in the park, and of Sir LEO MONEY's and her attitude to one another there, was gone through, with suggestions that they were embracing and kissing. She went with the police, she said, to Scotland Yard and submitted to the interrogation because she was frightened, though she endeavoured to appear calm, and was very upset when she learned afterwards that she could have refused to go there at all.

It is not possible to deal here with the whole of a very lengthy hearing. The principal points, arising upon the first day's hearing, only have been indicated.

Very great public interest was manifested in the case, the court, a very small one, being abominably overcrowded. By a peculiarly infelicitous arrangement the doors were locked before the time fixed for the afternoon hearing, with the result that even counsel and others concerned in the case had considerable difficulty in securing admission.

A Conveyancer's Diary.

Interest on Legacies: *Re Stokes*, 72 Sol. J. 384.

General legacies carry interest from the time at which the principal is actually due and payable. Where no time of payment is fixed, the executor is allowed one year from the testator's death to ascertain and settle his affairs: Ad. of E.A., 1925, s. 44. At the end of that one year the legacies become payable, and if they are not paid interest thereon, computable from that time, will be payable. Where the time of payment of a general legacy is fixed or indicated by the testator, the legacy will, as a rule, carry interest from that time.

In *Re Stokes*, 72 Sol. J. 384; 1928, W.N. 148, Mr. Justice Tomlin was called upon to decide whether or not interest was payable on certain legacies from the death of a testatrix.

The testatrix, who died in 1928, had bequeathed to her executors and trustees three funds; fund A to be held on trust to pay the income thereof to the testatrix's daughter for life, and after death on certain trusts therein mentioned; fund B to be held on trust to pay the income thereof to another daughter of the testatrix for life, and after her death on certain trusts set out in the will; and fund C to be held on trust to pay the income thereof to the testatrix's grandson, an infant, for life, and after his death on the trusts mentioned in the will. Fund A was by a codicil to the testatrix's will charged with the payment of an annuity, the first instalment of which was directed to be paid three months after the death of the testatrix, and by a subsequent codicil the same fund was bequeathed to another beneficiary (the first daughter having died) subject to the annuity.

Tomlin, J., held that:—

(I) the statutory provision for maintenance (see T.A., 1925, s. 31, replacing C.A., 1881, s. 43) was (on the authority of *Re Moody*, 1895, 1 Ch. 101) an indication that fund C was intended for the support of the infant;

(II) the charge upon fund A made it clear that the testatrix was treating it as a fund producing income from her death; and

(III) all three funds were in the same category, given together in one group to the trustees, so that no distinction could be made between them;

accordingly all three legacies carried interest from the death of the testatrix.

Next of Kin under the Statutes of Distribution: *Re Sutcliffe*, 72 Sol. J. 384.

In *Re Sutcliffe*, 72 SOL. J. 384; 1928, W.N. 149, Eve, J., gave effect to the provisions contained in Ad. of E.A. 1925, s. 50 (2). That sub-section provides that trusts declared in an instrument *inter vivos* made, or in a will coming into operation, before 1926 by reference to the Statutes of Distribution are, unless a contrary intention appears, to be construed as referring to the enactments (other than the Intestates' Estates Act, 1890) relating to the distribution of the effects of intestates which were in force before 1926. The testator in *Re Sutcliffe* died in 1875, and the tenant for life, upon whose death distribution was directed to be made, died in 1927. Mr. Justice Eve stated he could find no context in the testator's will indicating a contrary intention, consequently the beneficiaries were ascertainable by reference to the Statutes of Distribution in force at the date of the testator's death.

Sales with the Approbation of a Judge.

Attention is drawn to the following Practice Note which appeared in last week's "Weekly Notes" (1928, W.N. 162):—

"The attention of the judges has been called to the practice hitherto followed under which conditional contracts for sale (other than contracts settled by conveyancing counsel to the court) have not, as a general rule, been sanctioned by the court unless the purchaser

consents to accept the vendor's title. In future, as a general rule, the purchaser will not be called upon to accept the vendor's title as a condition of the court's sanction being given to such a contract."

The position is explained in 2 Wolst. & Cherry, p. 789, Note (*g*). The practice note does not apply to sales made *by* the court, but only where a contract is made subject to approval by the court. If the purchaser desires to obtain possession before completion, it is still open for the court to require him to accept the vendor's title.

Landlord and Tenant Notebook.

Covenant to Pay Rates punctually.

The construction of a lease, containing a covenant by a lessee duly and punctually to pay and discharge all rates, taxes, duties, charges, etc., and a covenant by the landlord to refund to the lessee any excess over the sum of £125 paid by the lessee in any one year of the term in respect of rates and taxes, was considered by a Divisional Court on appeal from the Mayor's Court in *Sowerby* v. *Lindsay*, 44 T.L.R. 501.

In that case a lease commencing at midsummer contained the following material covenants: First, a covenant by the lessee "duly and punctually" to pay rates and taxes, and also all sums payable in respect of gas, electric light; secondly, a covenant by the lessor providing that if the total sum paid by the lessee in any one year of the term in respect of rates and taxes should exceed £125, the lessor would refund to the lessee the difference between the total sum paid by him and the sum of £125, the lessee having the right to deduct such difference from the next instalment of rent if it was not refunded by the lessor within fourteen days of demand; thirdly, a covenant by the lessor for quiet enjoyment, which however was expressed to be made conditional on the tenant's performance of his covenants.

As the tenancy began in midsummer, half of the period in respect of which the summer rates were payable (March-September) fell outside each complete year of tenancy, so that if the lessee were to defer payment of the summer rates until after midsummer in any year and pay the summer rates for the following year before midsummer in that following year he could make three payments in each alternate year of tenancy (instead of two) and thus obtain a greater advantage over the lessor in respect of the deductions made by him in respect of the rates under the terms of the lease. This is what in fact happened in one year of the tenancy and the question which the court was called upon to consider was whether the lessee was entitled to make the deduction in such circumstances.

The answer to this question depended to some extent on the interpretation of the clause whereby the tenant covenanted to pay the rates and taxes "duly and punctually."

Now it has been held in a number of cases and by the House of Lords in *Maclaine* v. *Gatty*, 1921, 1 A.C. 376, that punctual payment means payment on the first day on which the sum is legally due, but the Divisional Court was of opinion that this interpretation was not applicable to a covenant to pay rates and taxes, Mr. Justice Salter apparently being of opinion that it would be sufficient if the payment were made at any time within the period for which the rates were to provide, and it was not necessary that the payment should be made at the time of demand by the rating authorities. Such an interpretation, however, appears to be somewhat too literal, and it is respectfully submitted that by the punctual payment of rates must necessarily be meant payment on the date of demand.

A further question, however, was raised in the above case, viz., whether, assuming that the lessee had committed a breach of the covenant to pay the rates punctually, the right to recover the surplus payments in excess of £125 from the lessor was thereby lost. The Divisional Court, however, held that the right of recovery and deduction was not made conditional on a due observance of the covenant to pay rates by the tenant, the court basing its decision on the fact that the clause for quiet enjoyment was made expressly conditional on the performance by the tenant of his covenants, whereas the other clauses in the lease were not.

Our County Court Letter.

THE AGRICULTURAL HOLDINGS ACT, 1923.

THE jurisdiction of an arbitrator under the above Act with regard to costs was considered in *Mansfield* v. *Robinson and others*, 1928, W.N. 122. The plaintiff, as landlord, had given the defendants notice to quit, and disputes arose as to the tenant's right to compensation under s. 12 (3) of the Act. In default of agreement between the parties, an arbitrator was appointed by the Minister of Agriculture, and he decided in the landlord's favour on points relating to bad farming, but directed that each party should bear his own costs and pay one moiety of his own fees. The arbitrator had not been informed that before the hearing the solicitors to the parties had agreed, by correspondence, that the successful party should be entitled to costs as between party and party on the High Court scale, to be taxed by the District Registrar. The landlord's solicitors applied for payment of costs under the agreement, but the tenants' solicitors contended that there was no agreement, or alternatively, that it was invalid. The costs having been estimated at £94 2s. 10d., an action for that amount was brought in the County Court at Great Grimsby. His Honour Judge CHAPMAN found that there was an agreement on the correspondence, but that it was invalid and unenforceable under the above Act. Section 16 (1) provides in effect that any question of compensation shall be determined, notwithstanding any agreement for a different method of arbitration, by a single arbitrator as laid down in the second schedule. Schedule II, para. 15, states: "The costs of and incidental to the arbitration and award shall be in the discretion of the arbitrator who may direct to and by whom and in what manner these costs or any part thereof are to be paid . . ." The learned county court judge, therefore, gave judgment for the defendants, but the Divisional Court reversed this decision. Mr. Justice SALTER held that the agreement was not illegal or immoral, and as it was not contrary to public policy, it was, therefore, enforceable. The learned judge pointed out that in an ordinary arbitration, where the parties submit their dispute to an agreed person, they can make any agreement they please about costs. The question was whether the position was similar with regard to an arbitrator under the above Act, who is imposed upon the parties by law and not by their own wish, though they have the power of selection. A so-called arbitrator in that position is indistinguishable from a judge, and although R.S.C., Ord. LXV, r. 1, gives a judge a discretion as to costs, agreements are constantly made with regard to High Court and County Court costs which are valid and enforceable. Mr. Justice TALBOT held that in the absence of words suggesting that effect, it was impossible to say that the conferring of a discretion and incidental powers upon the arbitrator excluded the power of the parties to make any agreement as to costs. Judgment was therefore given for the plaintiff.

The proposition that the judge's discretion does not interfere with the parties' rights to make a separate agreement was established in *Prince* v. *Haworth*, 1905, 2 K.B. 768. The plaintiff had there propounded a will, but the defendant on behalf of an infant propounded an earlier will. The parties and the infant agreed, during the proceedings, that all their

costs should come out of the estate, whatever the court might order. The court pronounced in favour of the earlier will, refused to sanction the agreement made on behalf of the infant, and ordered the plaintiff to pay the costs of the defendant and the infant. Having thereby incurred solicitor and client costs, amounting to £327 15s. 5d., the plaintiff sued the defendant for that sum. Mr. Justice LAWRANCE held that the defendant was personally liable upon the agreement, which was not illegal.

In the first-named case, above, the defendant had unsuccessfully relied on *Walter* v. *Bewicke*, 90 L.T. 409. An action was settled on the terms: "Record withdrawn. No costs on either side." The defendants were, nevertheless, held entitled to certain interlocutory costs which the plaintiff had been ordered to pay in any event.

The court in that case merely had to construe the agreement, and to decide what costs it covered, but, although in the result the order of the court overrode the agreement, it appeared from the judgment of the Master of the Rolls that in spite of the interlocutory orders it would have been open to the parties to come to some other agreement.

Practice Notes.

BOGUS BUSINESS.

AT Bradford, on 31st May, a defendant, who had traded as the "Yorkshire Warehouse Company," was charged with obtaining goods by false pretences. The case for the prosecution was that the defendant's business premises were only attics, and that the only use to which they were put was to deal with correspondence and to take delivery of goods. The latter were never paid for, and after receiving the goods the defendant would obtain further goods on credit from new firms, and also change his address without notifying his existing creditors. The defendant's case was that he was a traveller, but on the present commission basis it was impossible to cover expenses, and in order to earn a livelihood he had started a business which he had carried on as well as he could. Never having been asked for a reference, and not having given a wrong one, he suggested that the case should have been dealt with in the county court. He had made weekly payments to firms who had sued him, but had been unable to meet all his creditors owing to bad trade. The police evidence was that complaints had been received for fifteen years about the defendant, who was well known in the West Riding as a doubtful trader. The stipendiary magistrate stated that it was a good thing for the public that power had been given to that court to stop the career of the defendant, who had been carrying on a system of fraud. Sentence of twelve months' imprisonment in the second division was passed. The foregoing is an illustration of a difficult class of case, owing to the difficulty of distinguishing a genuine but unsuccessful business from a bogus business. Frequent changes of address are evidence of the latter, but it is necessary first to establish a false pretence. This may be constituted by a letter calculated to induce the prosecutor to believe, if only from the heading, list of codes used, etc., that the writer, or his alleged firm, is a dealer in a large way of business. The converse type of case is that in which the defendant, usually by personal calls at private houses, obtains an order for goods, and also the money. He then delivers part only of the amount paid for, and promises the rest. If at his business address a certain amount of stock is found, it is difficult to obtain a conviction, as the defendant's case usually is that he meant to buy further goods to complete his orders.

The Lord Chancellor has appointed Mr. WILLIAM PROCTER, barrister-at-law, to be the Judge of the County Courts on Circuit No. 19 (Derby etc.) in the place of His Honour Judge Newell, who has resigned. Mr. Procter was called to the Bar in 1905.

Correspondence.

Mortgages and the Rent Restriction Acts.

Sir,—I apprehend that the profession will generally sympathise with the complaint raised by Mr. A. de F. Macmin on page 349 of your Journal, but it is, I think, also a matter of common experience that so long as rent restriction applies to certain properties there is a case for restraining mortgagees of such properties from calling in mortgages against borrowers when the removal of such restraint would involve hardship upon owners, who would then be placed through no fault of their own between the hammer and the anvil. On the other hand the right of increase of the rate of interest by 1 per cent. up to a limit has not, of course, removed the hardship on trustees and others who have wanted to realise their investments for many good and sufficient reasons personal to themselves or their beneficiaries, nor to my mind would such cases be met by a further increase of interest at anything like a rate which would commend itself to Parliament, but, I suppose, all lawyers know of cases where either owing to the increased rents taken by borrowers or other causes the values of properties have greatly increased since loans were carried out and in such cases obviously there can be no hardship on owners to have to pay off their loans. Such cases might easily be met by a general provision that where a property is of a *marketable* value showing a margin of, say 50 per cent. above the outstanding loan, the mortgagees would have a right to call in the security, the court having jurisdiction in case of disputed valuation to arbitrate or appoint an umpire. If the valuation of the security at the time of the original loan was either more or less than 50 per cent. above the moneys lent, then the actual proportionate margin at the time of the loan could be substituted for 50 per cent. in such a provision, and no one need feel aggrieved. Thus, if 50 per cent. or 75 per cent. of the valuation were originally lent and the margin on valuation shows the same or a smaller proportionate margin of security a mortgagee could hardly expect the borrower to be placed at a disadvantage for no cause for which he could be held personally responsible, while if the margin shown on re-valuation should be greater, the borrower ought not in justice to his mortgagee to deprive him of his right to realise. This would not, of course, meet the point raised by your correspondent of a mortgagee wanting to realise a security covered by the Acts which has diminished in value through no fault of the borrower, but generally speaking, properties likely to be affected, such as town properties, whether partially or wholly residential, have considerably appreciated in value during recent years.

College Hill, E.C.4. PERCY CLARKE.
1st June 1928.

Mortgages and Rent Restriction Acts.

Sir,—Mr. Macmin's letter on this subject is well timed.

The restriction on the realisation of mortgage securities is, in my opinion, doing great and needless harm for several reasons.

(1) The original reason for the enactment (if it was really a good one) appears to be now non-existent. It was thought that if mortgages were called in wholesale the rents of the poorer class property would be raised by rapacious landlords, but that could not have been done, because the rents were fixed by the Acts themselves.

What would be the position now? If a mortgage was called in the mortgagor must either (*a*) pay it off out of his own money; (*b*) negotiate a transfer; or (*c*) sell his property or have it sold by his mortgagee.

In either of these cases the tenant would not be affected and so in no worse position as his rent cannot be raised by the purchaser. So much for the tenant.

As for the mortgagor he has the alternative of paying a slightly increased interest, say 6 per cent., and is not hurt, as from this class of property he is most probably squeezing 15 per cent. to 20 per cent. out of the tenants.

(2) The want of confidence in investors on mortgage has been sadly shaken. It is difficult to secure loans on property with which to improve and keep it in repair. In fact, while the Government talk so loudly about improving slum property they are perpetuating the very evil by deterring the free employment of capital in such efforts and are unwittingly falling into the arms of the socialists who clamour for the abolition of landlords.

I know from my own experience of freehold property on which mortgages have existed for many years being allowed to steadily go out of repair and get into a lamentable state, simply because the owner has no money to do the repairs, and does not care what becomes of his property as long as he feels he cannot be touched by his mortgagee.

There are some millions of money lying stagnant in the country of which the mortgagees or beneficiaries are sadly in need for their own purposes, and such money is practically out of circulation which is absolutely doing harm to the country, not only that, but the property on which it is secured is lying stagnant too, and for what reason, only apparently to put money into the pockets of rapacious property owners.

Further building development is handicapped, as builders find it difficult to negotiate loans, and naturally people are loath to lend on mortgages when they hear on all sides the experience of their friends and relations who cannot recover their loans however badly they want the money.

The supply of houses being now more adequate to the needs, the sooner the ban on the freedom of lending and borrowing on property is removed the better it will be for the country and the future prospects of the Government also.

Northampton. GEO. W. RANDS.
7th June.

[Correspondence relating to "Decontrol of Dwelling-house by Grant of Lease," and "Stamp on Satisfied Mortgage" is unavoidably held over till next week.—ED., *Sol. J.*]

Reviews.

Law of Carriage by Railway in Great Britain and Ireland. By LEWIS RICHARD LIPSETT, M.A., LL.D., K.C., and THOMAS JOHN DAY ATKINSON, M.A., K.C., Registrar of the Railway Rates Tribunal. pp. xxiv and 942 (with Index). London: Jordan & Sons Limited, Sir Isaac Pitman & Sons Limited. 50s. net.

A hundred years ago the railway era began. That was a time when competition was the generally accepted economic doctrine. Fifty years ago, when over 400 of the railways born of the competitive spirit still survived, the late Sir Richard Moon, the famous fighting chairman of the London & North Western Railway, assured his shareholders, with prophetic inspiration, that the railway companies would all combine in spite of governments. Six years ago saw the fulfilment of this prophecy—with this difference, that the government of the day introduced and passed the Act of Amalgamation, which, excluding the Underground and a few small railways, has merged those 400 companies into four great concerns.

That measure was a great revolution. It was more than the revolution of substituting by legislation the principle of amalgamation for the old principle of competition. It changed the whole fundamental principle of fixing rates and fares. It set up a new tribunal to settle the relationships between railways and their users. In doing all this it repealed a great number of Acts, or parts of Acts of Parliament, either expressly or by inference. Needless to add, such revolutionary changes left administrators, lawyers, and the lay public face to face with legal chaos. All the old text books were out of date.

The air has now been cleared by the publication of the "Law of Carriage by Railway in Great Britain and Ireland," one of the able authors of which has had special technical experience as Registrar of the Railway Rates Tribunal, and both have had the appropriately acknowledged assistance of the other chief learned officials of the Railway Rates Tribunals, both in Great Britain and the Irish Free State. So that it is really an authoritative work.

The volume is worthy of the great subject and the great need. Insight, brilliance, and vast industry have combined to produce a guide that responsible railway officers, the experts of the industrial and mercantile world, and the lawyer practising and advising in the realm of transport problems will naturally want upon their work-a-day tables.

The dead timber of repealed or obsolete Acts of Parliament or parts of Acts of Parliament have been carefully cast aside, and as far as the authors could judge all that "lives" of the vast forest of railway statutes for the last century, has been scientifically rescued and preserved.

So, too, among the mass of cases the pruning hook has been welded with care and scholarship, so that only those still "relevant" are here.

The scheme of the book is admirable. After a modest and lucidly explanatory Preface, the list of Statutes are set forth in "Contents," followed by the Table of Cases. Then all the surviving Acts or parts of Acts are printed in chronological order, with appropriate notes and comments, with reference to cases where the provisions have received judicial interpretation. Following these is the full classification as determined by the Rates Advisory Committee under the Act of 1921 and modified by order of the Railway Rates Tribunal, all set forth in order and under their appropriate headings. Then come the Conditions of Carriage and the Standard Terms. These Conditions are separately set forth under the different risks, with bold capital letters to identify the different risks placed in the margin and at the top of the pages, so that he who runs may read. A number of standard by-laws and regulations are included, dealing with special matters such as explosives, together with Orders of the Minister of Agriculture governing the transport of live animals and poultry. After sections dealing with regulations for addressing merchandise and orders determining minimum distances, there comes, in a handy and well-displayed form, the schedule of standard charges for goods, as settled by the Railway Rates Tribunal. Some fifty pages are devoted to the law—case and statutory—and conditions governing the carriage of passengers. The Railway Rates Tribunal procedure is set forth, with rules, forms and fees, and the like is shown for the Railway and Canal Commission. Separate chapters are devoted to the special legislation and its effect in the Irish Free State.

The index is good as far as it goes, but in places it would gain by a little more detail.

We congratulate the authors on their first edition, and also congratulate those whose duties may require the help and guidance of such a comprehensive work. H.

Books Received.

The Minnesota Law Review. Journal of The State Bar Association. Vol. XII, No. 5, April, 1928. The Minnesota Law Review, Minneapolis, Minn. 60 cents net.

The Juridical Review. Vol. XL. No. 2. June, 1928. Edinburgh: W. Green & Sons, Ltd. 5s. net.

Ministry of Health. Statement shewing the number of persons in receipt of Poor Law Relief in England and Wales in the quarter ending in March, 1928. With some particulars as to the number of "Unemployed" Persons in receipt of such relief. H.M. Stationery Office. 4d. net.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 29, Breams Buildings, E.C.4, be typewritten on one side of paper only, and be in duplicate. Each copy to contain the name and address of the subscriber. To meet the conveniences of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

Settled Land—Death of Tenant for Life—Title.

Q. 1272 J.B. made his will in 1916, whereby he appointed his son and his son's wife executors. After payment of his funeral expenses he gave and bequeathed unto L.L. (married woman) a dwelling-house situate in Yorkshire, the legacy to take effect at the decease of himself and his wife. All the remainder of his estate real and personal he gave to his son (executor). The will gave no further directions. Testator died in 1918 and probate was granted to the son and the son's wife. Testator's wife has just died intestate, and without any estate. L.L. now takes her dwelling-house. Estate duty on the dwelling-house was paid by the executors on obtaining probate in 1918 and certificate obtained under s. 11 (1) of the Finance Act, 1894. It is presumed that this will have to be refunded by the legatee; that succession duty will have to be paid—also by the legatee (no mention having been made in the will as to freedom from death or legacy duties). Two properties belonging to J.B. he obtained under a conveyance in 1896, they having come through various titles to the possession of his vendor. The house bequeathed to L.L. is on portions of the lands of both original properties—the nature and description of the buildings thereon having entirely changed since the last document of title. The house is worth about £200. Even supposing that effectual assent could be made to L.L. by the executors of J.B. (which is doubtful) this would not be satisfactory as she would get no title deeds, so that it is presumed a conveyance will be required. The question is who shall convey and how? Reference to a suitable precedent would oblige.

(1) It may be necessary for the son to take out letters of administration to the estate of the testator's wife limited to the settled lands. Are the facts affected by the case of *Bridgett and Hayes' Contract*, 71 Sol. J., p. 910?

(2) It is presumed that the legatee will have to pay the whole of the conveyance costs and the costs of obtaining letters of administration to the estate of the testator's wife should this be necessary to complete the legatee's title.

(3) Are the facts affected by reason of the land being in Yorkshire?

A. (1) From the words "her dwelling-house," *supra*, it appears to have been assumed that J.B.'s widow took a life estate by implication. Possibly this is made clear by some other part of the will, but, the devisee in reversion being a person other than the heir, the presumption is otherwise, see *Aspinall* v. *Petvin*, 1824, 1 S. & St. 544, and other cases cited in the notes to *Gardner* v. *Sheldon*, 1552, Freeman K.B. 11, in Tudor's L.C., 4th ed., p. 399. Perhaps it will be best to answer the question on both suppositions. If the widow took a life interest, the property, no longer settled, will be vested in her general representatives in accordance with *Bridgett and Hayes' Contract*, *supra*, and the Probate Directions made pursuant to that case: see 71 Sol. J., pp. 974, 980; 72 Sol. J., pp. 129, 135. When a grant has been made the administrator will have full powers to deal with the land, see A.E.A., 1925, ss. 27 and 37. His duty will be to pay the death duties and then assent or convey to the reversionary devisee L.L. There seems no particular advantage in a conveyance over an assent—in fact, rather the other way, for the assent carries the strong provisions of the A.E.A., 1925, s. 36 (4)—and the description of the land can be made as particularly in the one as in the other. It is doubtful, however, whether the administrator can be asked to convey or assent in more precise terms than the devise: see *Re Pix*, 1901, W.N. 165. On the second supposition, if the widow did not take a life estate by implication, the other took the estate for her life. On the opinion given in "Everyday Points in Practice," p. 160, case 2, L.L. will have a good title on conveyance to her by the heir. He must see that the estate duty is paid, but there is no aggregation: see F.A., 1894, s. 4.

(2) If there is a general grant (on the first supposition), it would seem fair that the costs of the grant should be borne rateably, though there is as yet no authority on the point.

(3) No, except that an assent must be registered in the local deeds registry: see Wolst. & Cherry, vol. I, p. 166.

Restrictive Covenants—Modification of—After 1926.

Q. 1273. A purchased a plot of land from B and entered into a covenant in the following words: "And the purchaser hereby covenants with the vendor that the purchaser and the persons deriving title under him will not erect or permit to be erected on the said land hereby conveyed any building whatsoever within a distance of ten feet from the northern boundary of the land hereby conveyed." The covenant was duly registered as a land charge under Class D. 11. A now desires such covenant to be modified to the extent which will permit A to build within such restricted area as aforesaid any building not exceeding 10 feet in height to which B has agreed.

(1) What is the procedure? Will the consent of the "authority" referred to in s. 84 of the L.P.A., 1925, have to be obtained?

(2) Will any alteration have to be effected in the land registry of the existing registration? If so, how?

(3) Reference to any precedents of any deed required would be appreciated.

A. The questioner does not make it clear whether the covenantee vendor consents. If so, the simplest procedure would be an application to cancel the entry made by all the parties concerned (see Form L.C. 8, Land Charges Rules, 1925), at the same time serving a priority notice in respect of or registering the modified covenant. If the covenantee vendor does not consent, then, since the covenant must have been made since 1925 to be registrable, a successful application under s. 84 (1) (*a*), or even under (*c*), appears very unlikely. If infants or other persons not *sui juris* are interested as covenantees application may be made under (*b*). The rules are printed in Cherry & Wolst., vol. 2, p. 791. In any case, A should make certain that B is still the sole person interested in the dominant tenement.

Joint Tenants—Trustees for Sale—Disagreement—Partition or Sale—Procedure.

Q. 1274. By conveyance dated in 1926, certain property was conveyed to A, B and C as joint tenants. To hold unto the purchaser as to the property first described in fee simple as joint tenants—297 acres. And as to the property secondly described, for all the residue unexpired of the term of 500 years from the 25th March, 1785—2 acres. C has become at loggerheads with A and B, and desires his one-third share of the purchase money. Since partition actions have been abolished, we imagine that unless A and B find C his share of the purchase money, C could successfully apply to the court for an order for the sale of the property. This, A and B do not,

for family reasons, desire. We should be glad of your advice: (1) As to whether C could reasonably expect to get sale of the property ordered by the court. (2) If A and B find C the purchase money which C put up on the purchase of the property, what is the proper method of C's share being vested in A and B. Reference to appropriate form in "Encyclopædia of Forms and Precedents," would be much appreciated. (3) As there appears to be a possibility of C disputing the correct division of net rents and profits received since the property was purchased, could C refuse to take his share of the purchase money until he had received the share of rents and profits to which he claims to be entitled?

A. A, B and C hold both properties on trust for sale under the L.P.A., 1925, ss. 36 (1) and 35, having power to postpone sale under s. 25, or partition under s. 28 (3). In answer to the questions put: (1) Not merely because he had quarelled with A and B and desired to sell, but the quarrel would be one of the various factors in the judge's mind. The desire of A and B would be another, and *prima facie* a stronger one, see s. 26 (3), as re-drafted in the L.P. (Amend.) A., 1926, Sched. (2). C should convey his equitable interest as on sale to A and B, and retire from the trust under the T.A., 1925, s. 39. There is a precedent for the discharge in "Prideaux," 22nd ed., vol. 3, p. 524. (3) Possibly he would be better advised to take the money without prejudice, but he might refuse to retire or execute a conveyance. He cannot of course be expropriated against his will, but a court in administering the trust might order sale or partition.

Undivided Shares—L.P.A., 1925, 1ST SCHED., PARA. 1 (2)—SALE, EACH OWNER PURPORTING TO CONVEY HIS MOIETY—TITLE.

Q. 1275. In 1924 land was conveyed to A and B as tenants in common in fee simple in equal shares. In 1927 they sold to X and the operative part of the conveyance is as follows: "The vendors and each of them as to their one undivided moiety and all other his part share estate and interest of and in the said property hereby convey as beneficial owners." Did X get a good title?

A. The opinion is here given that, having regard to the L.P.A., 1925, s. 63, re-enacting the C.A., 1881, s. 63, X has obtained a good title. There is also an obvious estoppel against A and B, and all persons taking under them, to prevent them from disputing the conveyance. Perhaps A and B might be asked, pursuant to their implied covenant, for further assurance, to convey under their trust for sale, but if any future purchaser required this, it should be at his own expense.

Vendor and Purchaser—CONVEYANCE—RESERVATION BY REFERENCE TO FORMER DOCUMENT—EFFECT.

Q. 1276. In respect of a reservation in a conveyance, it is the practice that such a reservation in subsequent dealings with the property concerned should not be repeated in full, but should only be mentioned in the conveyance by way of reference, such as: "Reserving and excepting as was reserved and excepted in and by a conveyance dated so-and-so and made between so-and-so." I believe there is an authority on the question, but I am unable at the moment to lay my hands on it. I would thank you therefore to give me any such authority, together with your views on the point generally.

A. Possibly the questioner has *May* v. *Belleville*, 1905, 2 Ch. 605 in his mind, though the cases are not entirely on all fours. *May* v. *Belleville*, however, involved a reservation by reference to previous usage, and such a reservation would give a future purchaser notice of the legal existence of the former reservation, see p. 612 of the report. On this authority, therefore, the position is that the purchaser has notice of the reservation, and the vendor is bound to disclose its exact terms, producing, so far as necessary for the purpose, any relevant document, even if dated before the root of title: see L.P.A., s. 45 (1) prov. (ii).

Obituary.

MR. JOHN H. COOKE.

Senior member of the firm of Messrs. John H. Cooke and Sons, Winsford (Cheshire), Mr. John Henry Cooke, solicitor, died on Tuesday, the 29th ult., at the ripe age of seventy-nine. Mr. Cooke had been in failing health for some time and had been confined almost entirely to his room during the past three months, though retaining almost up to the end an active interest in his professional work. Born at Winsford on 14th October, 1848, he was educated at Wesley College, Sheffield, and then articled to his father, who had practised at Winsford for many years. He was admitted in 1870 and subsequently took over the branch office at Middlewich, later succeeding to the business at Winsford, where he built up an extensive legal and parliamentary practice. He occupied a prominent position in the public life of the town, and amongst his more important public appointments, he was for many years Clerk to the old Local Board and to its successor, the Urban District Council, of Winsford. He also became Clerk to the Winsford Petty Sessional Division and to the authority responsible for the administration of education at Winsford and Middlewich. In addition, he acted as Hon. Secretary to the Albert Infirmary, the Drill Hall Company, and to the Social and Intellectual Improvement Company. He possessed an unrivalled collection of Cheshire books, and his "Bibliotheca Cestriensis" indicated an extensive knowledge of the literature of his native county. Another interesting work of his was "The Diamond Jubilee of Her late Majesty Queen Victoria," containing a complete record of the whole of the events in connexion with the celebration of that great occasion in every town and village in Cheshire, whilst his novel "Ida" involved lengthy and loving research into the history of that county. A public-spirited man of wonderful vitality and remarkable ability, possessing a wide and extensive knowledge of law, he will long be remembered in his native town. He leaves a widow, three sons and four daughters, and the business will be carried on as before, by the surviving partner of the firm.

MR. VALENTINE KILBRIDE.

The death is announced in Dublin of Mr. Valentine Kilbride, a well-known taxing master in the Free State Courts, at the age of seventy-five. He became a solicitor in 1877, and was appointed taxing master in 1913 by the Lord Chancellor of Ireland, Sir Ignatius O'Brien, now Lord Shandon. His brother, Mr. Denis Kilbride, was a prominent member of the old Nationalist Party in the House of Commons, and he himself was a close personal friend of Mr. John Redmond, Mr. John Dillon, and Mr. Michael Davitt. During the days of the Irish Land League Mr. Kilbride appeared professionally in a number of important cases.

COUNTY-COURT JUDGE RESIGNS.

An official announcement from the Lord Chancellors' Office on Saturday stated that Judge Staveley-Hill had resigned his office as county-court judge.

Friday night's *London Gazette* announced a receiving order against Mr. Henry Staveley Staveley-Hill, dated 17th May, 1928, on a creditor's petition.

Judge Staveley-Hill was appointed a County-Court judge in July, 1922, going into the circuit which covers Northampton, Coventry and other parts of Warwickshire, and Banbury, Leighton Buzzard, and Newport Pagnell. Called to the Bar in 1891, he went the Oxford Circuit, and was Recorder of Banbury from 1903 until his appointment as County-Court judge.

He was Conservative M.P. for the Kingswinford Division of Staffordshire from 1905 to 1918. He assumed the name of Staveley by Royal Licence in 1906.

In 1925 he became independent chairman of the Eastern District Board under the national agreement for regulating wages in the coal trade. He is sixty-three years of age, and lives at Rugby.

NOTES OF CASES.

Court of Appeal.

No. 1.

Watson *v.* Government Instructional Centre, Birmingham.

15th May.

Lord Hanworth, M.R., Sankey and Russell, L.JJ.

WORKMEN'S COMPENSATION—UNEMPLOYED MAN TRAINING AT INSTRUCTIONAL CENTRE—INJURY BY ACCIDENT WHETHER "WORKMAN."

Appeal from Birmingham County Court.

Wilfred Watson, an unemployed man, receiving 18s. a week unemployment benefit, applied in April, 1927, for training at the Government Instructional Centre, Birmingham, and, after filling up and signing two forms, was accepted and put to do metal work of various kinds. He and others who were training were called "trainees." They were "clocked in" in the morning, but they could give up their training at any time they chose, and the instructional authorities could dismiss them at any time without giving a reason. Some of the articles made by the trainees during their training were sold by the Centre. During his training Watson was paid 18s., his unemployment benefit, plus a personal allowance of 2s. 6d. a week, and a travelling allowance of 3s. a week. He was also given a mid-day dinner. Having injured his thumb very badly and permanently while working at the Centre, he afterwards left the Centre and obtained work. He then brought proceedings under the Workmen's Compensation Act, 1925, claiming a declaration of liability. The county court judge held that notwithstanding the instructional nature of the work the relationship of employer and workman existed between the parties, and he made the declaration. The Centre appealed. The court allowed the appeal.

Lord HANWORTH, M.R., in the course of his judgment, said that the facts that some of the articles made by trainees were sold, that Watson received some pay, and that strict discipline was maintained, were not conclusive, for that might equally be the case in an educational establishment. The test was, was there a contract of service between the parties? The facts that Watson might leave the Centre at any moment, that he could be dismissed without any reason being given, and that he was still receiving what was expressed to be his 18s. a week unemployment benefit, were inconsistent with his being a "workman" under the Act.

COUNSEL: *Sir Boyd Merriman*, K.C. (Solicitor-General), and *Sanderson*, for the appellants; *D. L. Finnemore*, for Watson.

SOLICITORS: *Solicitor to the Ministry of Labour; Herbert Oppenheimer & Co.*, for *Rabnett, Conway & Co.*, Birmingham.

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—Chancery Division.

***In re* Stokes: Bowen *v.* Davidson.**

Tomlin, J. 11th May.

WILL—LEGACY INTENDED FOR SUPPORT OF INFANT—INTEREST ON LEGACY FROM DEATH—CONVEYANCING ACT, 1881 (44 and 45 Vict., c. 41), s. 43.

In this case the testatrix bequeathed to her trustees three separate sums of money to be held upon the trusts declared thereof by the will, called here for convenience trust fund A, trust fund B, and trust fund C. Trust fund A was held upon trust to pay the income thereof to the testatrix's daughter Margaret for her life, and after her death to hold the capital and income upon trust for such of her children as she should appoint it to, or, in default of appointment, as in the will mentioned. Trust fund B was held upon trust to pay the income thereof to her daughter Frances, and after her death as in the will mentioned. Trust fund C was held upon trust to pay the income thereof to her grandson Roger, and after his death to hold both capital and income as in the will mentioned. At the date of the death of the testatrix and of the hearing of the summons Roger was an infant. By a codicil the testatrix gave an annuity for life to I. M. Munro, the first instalment to be paid three months after her death and to be charged upon trust fund A. By another codicil the testatrix bequeathed trust fund A to Doris for her life (Margaret being then dead), and after her death to be divided between her children. The summons asked whether these funds can date from the date of her death or from one year from the date of her death.

TOMLIN, J., after stating the facts, said: The question is whether funds A, B and C do or do not carry interest from death. The ordinary rule is clear that, save in certain circumstances, as, for instance, where a testator is giving a legacy to an infant child or to a stranger to whom he stands in *loco parentis*, a legacy carrying interest only from a year after the death. It may be that on construction, or by reason of a proper inference from the language of the will, a legacy carries interest from the death. In the present case the court is asked to say that interest does run from the death. Each legatee relies on the fact that all three legacies are in the same category, given together in one group to the trustees, and that no distinction is made between them, and so it is said that whatever applies to one applies to all. The case of *In re Moody*, 1895, 1 Ch. 101, is relied upon. At the time in question the Conveyancing Act, 1881, s. 43, was applicable, and it was necessary to read its provisions into the will. In the case referred to Kekewich, J., considered that that was the proper course to take in regard to the will which he was construing, and in the present case the court ought to follow the principle there laid down. The question in the present case is whether there is some provision taking the case out of the rule. The provision for maintenance has here to be treated as an indication that the legacy is intended and given for the support of the infant, which is to begin from the testator's death. I therefore think that trust fund C carries interest from death, as also does trust fund A as the charge of the annuity, as it makes it clear that the testatrix is treating it as a fund producing income from her death. Also the testatrix's intention as to trust fund B is the same. Thus all three legacies carry interest from the death.

COUNSEL: *W. H. Horsley; W. Barnard; C. D. Myles; J. V. Nesbitt; J. W. F. Beaumont.*

SOLICITORS: *Peacock & Goddard; Simon, Haynes, Barlas and Ireland; Martineau & Reid.*

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

***Re* Sutcliffe: Sutcliffe *v.* Robertshaw.** Eve, J. 11th May.

WILL—GIFT TO PERSONS ENTITLED AS NEXT OF KIN UNDER STATUTE OF DISTRIBUTIONS—ADMINISTRATION OF ESTATES ACT, 1925, s. 50 (2).

Originating summons.

The testator, G. E. Sutcliffe, by his will dated 3rd January, 1872, gave two equal sixth shares in his residuary estate upon trust to pay the income to Gamaliel Sutcliffe during his life, and after his death in trust for his children who should attain twenty-one or marry, and should there be no such child, then in trust for the person or persons who under the statutes for the distribution of the estates of intestates would, on the decease of Gamaliel Sutcliffe, have been entitled thereto as his next of kin in case he had then died possessed thereof intestate, such person, if more than one, to take in the shares in which the same would have been divisible between them under the same statutes. The testator died on 14th September, 1875. The tenant for life died on 12th March, 1927, without ever having had any children. This summons asked whether the share was divisible among the

persons entitled under the original Statutes of Distribution, or whether such share was divisible among persons entitled to his personal estate under the Administration of Estates Act, 1925. It was contended that the will must be taken to refer to the Statute of Distribution in existence at the date when the gift over took effect.

EVE, J., said he thought the testator was referring to the Statutes of Distribution which were in force at the time when his will came into operation. He could not see any context which would enable him to say that the testator intended that, whatever alterations there were in the law in 1925, should operate to give a different construction to his will from that which he intended to be given when he referred to the Statute of Distribution. He thought the next of kin were to be ascertained in accordance with the Statutes of Distribution which were in force on 14th September, 1875.

COUNSEL: *W. Hunt, Jenkins*, K.C., and *Swords; Beaumont, Hurst* and *Beebee*.

SOLICITORS: *Sheard, Breach & Co.*, for *Marshall, Huntriss and Co.*, Halifax; *Torr & Co.*, for *Eastwoods, Sutcliffes, Sager & Gledhill*, Todmorden.

[Reported by S. E WILLIAMS, Esq., Barrister-at-Law.]

Societies.

The London Solicitors Golfing Society.

The summer meeting of the London Solicitors Golfing Society was held on Thursday, 31st May, at Walton Heath, with a record entry of seventy-six competitors, who were the guests for the day of the president of the society, Lord Riddell. The meeting was a very successful and enjoyable one, and following are the results:—

Scratch Medal.—R. W. Ripley, 81.

Captain's prize.—D. Williams, 84 – 8 = 76.

Best nine holes prize handicap limit 11.—H. Royle, 39 – 3 = 36.

Best nine holes prize handicaps 12-24.—F. Evelyn Jones, 40 – 8 = 32.

A bogey round was held in the afternoon for the Order of St. John and British Red Cross Society golf trophy, which was tied for by R. W. Ripley and F. Egerton Johnson at 1 up. Fifty-four members competed and a cheque for £6 15s., the entrance fees, was sent to augment the funds of the charity. The following qualified for the Riddell cup:—

R. C. Bolton, F. Burgis, K. V. Dolleymore, S. Cook, Arnold Carter, T. E. C. Daniell, F. England, F. Fernihough, R. E. Johnson, F. E. Jones, R. H. King, H. Royle, E. S. Trehearne, D. Williams, L. W. Fyson and J. H. N. Curtis.

The competitors were entertained to dinner by Lord Riddell.

The membership of the society is steadily increasing, and it is pleasing to note that not only short handicap players are joining, but also longer handicap players, who form the pillar on which the foundation of the society rests.

The next meeting of the society takes place at Woodcote Park, Epsom, on 9th October, and all inquiries should be sent to H. Forbes White, Bank Buildings, Ludgate-circus, E.C.4, who will gladly furnish particulars.

Law Association.

The annual general court was held at the Law Society's Hall, on Thursday, the 31st May, Mr. J. D. Arthur in the chair. Amongst those present were Mr. E. B. V. Christian, Mr. H. B. Curwen, Mr. F. W. Emery, Mr. C. Eric Few, Mr. C. F. Leighton, Mr. P. E. Marshall, Mr. J. R. H. Molony, Mr. A. E. Pridham, Mr. J. Venning, Mr. Wm. Winterbotham (directors), Mr. J. C. Brookhouse (auditor), Mr. B. J. Airy, Mr. G. M. Davey, Mr. F. Hill, Mr. M. J. Jarvis, Mr. A. H. Morton, Mr. J. Shearman, and the secretary Mr. E. E. Barron.

The chairman presented the annual report of the board of directors for the past year, and called attention to the fact that it had been a difficult period and the total income would have been less than in the previous year had it not been for a generous donation of £100 from Mr. Percival Hart, and £250 received from the estate of the late Mr. W. G. Wilde. The expenditure in relief was slightly less than in the previous year, owing to the death of several old pensioners including one, the widow of a London solicitor who was first helped in 1872, and had now died at the age of ninety-two, having been looked after and helped during the past fifty-six years. The association had suffered an unusually heavy loss of members by death, so reducing the increase of membership which the board was always striving for, and he urged all the members to help, as we were spending in relief more than the regular income that could be counted on, and had considerably reduced the balance brought forward from the previous year.

The chairman reported that Lord Blanesburgh had kindly consented to continue as president of the association; the treasurers, directors and other officers were re-elected with the addition of Mr. Stanley Hutchison as an hon. auditor in the place of Mr. Willis retired in consequence of ill-health, and the meeting closed with a vote of thanks to the chairman.

City of London Solicitors Company.

GOLF CHALLENGE CUP,

The annual competition for the challenge cup presented by the Master and Wardens of the Company took place on Tuesday at Sunningdale. The competition was against bogey under handicap, and the winner was Mr. W. Ward Higgs (11), who was two down. The excellent arrangements for the competition were made by Mr. J. B. Hartley, a former member of the court.

Legal Notes and News.

BIRTHDAY HONOURS.

BARONETS.

The Right Hon. EDWARD MERVYN ARCHDALE, J.P., D.L., LL.D., Minister of Agriculture for Northern Ireland.

Mr. WILLIAM WALTER CARLILE, O.B.E., J.P., D.L., M.P., Chairman of the Magisterial Bench, Buckinghamshire.

Sir WALTER HAVILLAND DE SAUSMAREZ, Bailiff of Guernsey.

KNIGHTS.

Mr. REGINALD MITCHELL BANKS, K.C., M.P., Recorder of Wigan.

Mr. WALTER BAKER CLODE, M.A., K.C., President, Railway Rates Tribunal. Chairman Rates Advisory Committee, Ministry of Transport.

Mr. CECIL ALLEN COWARD, LL.D., Solicitor (Messrs. Coward Chance & Co., 30, Mincing Lane, E.C.), President of The Law Society. Mr. Coward was called to the Bar in 1867 and admitted a Solicitor in 1870.

Professor WILLIAM ALEXANDER CRAIGIE, M.A., LL.D., D.Litt., Joint Editor of "The Oxford English Dictionary." Professor of English in the University of Chicago.

Mr. JOHN MARICE ÆMILIUS GATTI, M.A., J.P., Ex-chairman of the London County Council.

Mr. GEORGE AITKEN CLARK HUTCHINSON, K.C., J.P., M.P.

Mr. FRANCIS MORRIS, J.P., Chairman of the Metropolitan Asylums Board.

Mr. MAX PEMBERTON, J.P., Author, Director of the London School of Journalism.

Lieut.-Col. CHARLES PINKHAM, O.B.E., J.P., Chairman of the Middlesex County Council.

Mr. GEORGE STUART ROBERTSON, K.C., M.A., F.S.A., Chief Registrar of Friendly Societies.

Mr. Alderman SAMUEL T. TALBOT, J.P., Solicitor, Birmingham. Mr. Talbot was admitted in 1900 and is the senior member of the firm of "Talbots," Solicitors, 115, Colmore Row.

Mr. HENRY WALKER, C.B.E., His Majesty's Chief Inspector of Mines.

Mr. THOMAS WHITE, J.P., Chairman of the Central Valuation Committee for England and Wales.

Mr. Justice MURRAY BISSETT, Senior Judge of the High Court of Southern Rhodesia.

The Hon. GEORGE FOULD, C.B.E., President of the Auckland University College, Dominion of New Zealand.

Mr. Justice ALAN BRICE BROADWAY, Senior Puisne Judge, High Court of Judicature at Lahore.

Mr. Justice BENJAMIN LINDSAY, Puisne Judge, High Court of Judicature at Allahabad.

Mr. Justice HENRY SHELDON PRATT, Judge, High Court of Judicature at Rangoon.

Mr. JAMSHEDJI BEHRAMJI KANGA, J.P., Barrister-at-Law, Advocate General, Bombay.

Mr. Justice E. R. LOGAN, Judge of the High Court, Northern Rhodesia.

Mr. Justice QUALTERUS STEWART SCHNEIDER, Senior Puisne Judge of the Supreme Court, Ceylon.

ORDER OF THE BATH.

K.C.B.

Sir ERNEST ARTHUR GOWERS, K.B.E., C.B., Chairman, Board of Inland Revenue.

Mr. MAURICE LINFORD GWYER, C.B., Solicitor to the Treasury.

Mr. OSWALD RICHARD ARTHUR SIMPKIN, C.B., C.B.E., Public Trustee.

Sir CHAS. J. H. THOMAS, C.M.G., Permanent Secretary, Ministry of Agriculture.

C.B.

Mr. EDGAR HACKFORTH, Deputy Controller, Ministry of Health.

ORDER OF ST. MICHAEL AND ST. GEORGE.

K.C.M.G.

The Right Hon. ISAAC ALFRED ISAACS, Senior Puisne Judge of the High Court of Australia.

C.M.G.

Mr. D'ARCY WENTWORTH ADDISON, M.V.O., I.S.O., Under-Secretary for the State of Tasmania, Chief Electoral Officer and Clerk to the Executive Council.

ORDER OF THE BRITISH EMPIRE.

C.B.E.

Mr. Justice ROBERT NOBLE JONES, Chief Judge of the Native Land Court and Under-Secretary for Native Affairs, Dominion of New Zealand.

Mr. GEORGE SHAW KNOWLES, O.B.E., Assistant Secretary and Assistant Parliamentary Draftsman, Attorney-General's Department, Commonwealth of Australia.

Sir GEORGE MENTETH, Bart., O.B.E., Secretary Royal Colonial Institute.

Mr. DAVID DAVIS, D.L.I.P., Solicitor, Chairman of the London Insurance Committee. Mr. Davis was admitted in 1899, and carries on practice at 11, John-street, Crutched Friars, E.C.3.

Mr. PESTONJI SORABJI KOTVAL, Second Additional Judicial Commissioner, Central Provinces, India.

Mr. SAMUEL LITHGOW, J.P., Solicitor, Chairman of the St. Marylebone and Paddington Local Employment Committee. Mr. Lithgow was admitted in 1882 and is senior member of the firm of Messrs. Lithgow and Pepper, Solicitors, 41 Wimpole Street, W.1.

Mr. ALEXANDER MILLAR, Secretary of the Antrim County Council.

Mr. HAROLD KENNARD HOLMES, Crown Solicitor, Hong Kong.

O.B.E. (Civil Division).

Mr. JOHN WOODMAN, lately President Court of First Instance, Iraq.

Mr. LESLIE CECIL BLACKMORE BOWKER, M.C., Chief Clerk to the Law Officers of the Crown.

Mr. ELLIS OWEN, Official Receiver in Bankruptcy, Cardiff.

Mr. WALTER BAWDEN PINDAR, Clerk to the Rural District Council of Hunslet.

Mr. ROBERT HUMPHREY WILSON, Clerk to the Belfast Board of Guardians.

M.B.E. (Civil Division).

Mr. WILLIAM ROBERT BELL, J.P., Clerk of the Newry Board of Guardians, and Rural District Council.

Mr. JAMES LAUTHER CLARK, Clerk of the Antrim Board of Guardians and Rural District Council.

Mr. WILLIAM IRWIN CUNNINGHAM, Town Clerk of Portrush Urban District Council.

Mr. ERNEST WILLIAM MOAT, Superintendent Middlesex Deeds and Land Charges Department, Land Registry.

Mr. CHAS. HENRY SIMONDS, Clerk to the Recorder of Bradford (Mr. Frank Beverley).

Mr. William Johnson, of Hermitage-road, Edgbaston, Birmingham, formerly of Messrs. Johnson and Co., solicitors, died on 11th April, aged ninety-one, leaving £18,411. He gives: £50 to the Birmingham and Midland Skin Hospital, and £50 to his former clerk, Arthur Lawson.

The attention of the Legal Profession is called to the fact that THE PHŒNIX ASSURANCE COMPANY LTD., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22 Lincoln's Inn Fields, W.C.2; and throughout the country.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
M'nd'y June 11	Mr. Ritchie	Mr. Hicks Beach	Mr. Bloxam	Mr. More
Tuesday .. 12	Bloxam	Synge	*More	Hicks Beach
Wednesday. 13	Jolly	More	*Hicks Beach	Bloxam
Thursday . 14	Hicks Beach	Ritchie	*Bloxam	More
Friday 15	Synge	Bloxam	*More	Hicks Beach
Saturday .. 16	More	Jolly	Hicks Beach	Bloxam
	Mr. Justice Maugham.	Mr. Justice Astbury.	Mr. Justice Tomlin.	Mr. Justice Clauson.
M'nd'y June 11	Mr. Hicks Beach	Mr. Synge	Mr. Jolly	Mr.*Ritchie
Tuesday .. 12	*Bloxam	*Jolly	Ritchie	Synge
Wednesday. 13	More	*Ritchie	Synge	*Jolly
Thursday . 14	*Hicks Beach	*Synge	Jolly	Ritchie
Friday 15	Bloxam	Jolly	Ritchie	*Synge
Saturday .. 16	More	Ritchie	Synge	Jolly

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

TRINITY SITTINGS, 1928.

COURT OF APPEAL.

IN APPEAL COURT NO. I.

Tuesday, 5th June.—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and if necessary, Chancery Final Appeals.

Wednesday, 6th June.—Final Appeals from the Chancery Division will be taken and continued.

IN APPEAL COURT NO. II.

Tuesday, 5th June.—Exparte Applications, Original Motions, and Final Appeals from the King's Bench Division.

Wednesday, 6th June.—Final Appeals from the King's Bench Division continued.

Thursday, 7th June.—Exparte Applications and Interlocutory Appeals from the King's Bench Division.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP I.

In Causes and Matters assigned to Mr. Justice EVE, Mr. Justice ROMER and Mr. Justice MAUGHAM.

Before Mr. Justice EVE.

THE WITNESS LIST PART II.

Mr. Justice EVE will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice ROMER.

THE NON-WITNESS LIST.

Mondays .. Chamber Summonses.
Tuesdays .. Motions, Short Causes, Pets and Adjourned Summonses.
Wednesdays Fur Cons and Adjourned Summonses.
Thursdays .. Adjourned Summonses.

Lancashire Business will be taken on Thursdays, 14th and 28th June, 12th and 26th July.

Fridays .. Motions and Adjourned Summonses.

N.B.—The last day for Motions and Petitions will be Friday, July 27th.

Before Mr. Justice MAUGHAM.

THE WITNESS LIST—PART I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Mondays .. Companies (Winding Up) Business.
Tuesdays .. } The Witness List.
Wednesdays } Part I.
Thursdays .. }
Fridays .. }

GROUP II.

In Causes and Matters assigned to Mr. Justice ASTBURY, Mr. Justice TOMLIN and Mr. Justice CLAUSON.

Before Mr. Justice ASTBURY.

THE WITNESS LIST—PART II.

Mr. Justice ASTBURY will sit daily for the disposal of the List of Witness Actions (Part II), except on days when sitting in the Divisional Court in Bankruptcy.

Before Mr. Justice TOMLIN.

THE NON-WITNESS LIST.

Except when otherwise announced in the Daily Cause List.

Mondays .. Sitting as Chairman of The Royal Commission on Awards to Inventors or of The University of London Commissioners.
Tuesdays .. Chamber Summonses, Motions, Short Causes, Petitions, Procedure Summonses and Adjourned Summonses.
Wednesdays Fur Cons and Adjourned Summonses.
Thursdays .. Adjourned Summonses.
Fridays .. Motions and Adjourned Summonses.

Before Mr. Justice CLAUSON.

THE WITNESS LIST—PART I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Except when otherwise announced in the Daily Cause List.

Mondays .. }
Tuesdays .. } The Witness List.
Wednesdays .. } Part I.
Thursdays .. }
Fridays .. }

Bankruptcy Judgment Summonses will be taken on Mondays, the 11th June and 16th July.

Bankruptcy Motions will be taken on Mondays, the 25th June and 9th July.

Mr. Justice CLAUSON will sit in Divisional Court in Bankruptcy on Mondays, July 2nd and 23rd.

THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Friday, May 25th, 1928.

FROM THE CHANCERY DIVISION.

(Final List.)

Amusements (London) ld v The Alhambra Co ld
Re Maria L'Epine, dec Re a Petition of Right of A K Mason & ors
Re Same & Same
Re Gaul & Willox and Houlston's Contract Re Law of Property Act, 1925
Manchester Corpn v Audenshaw U D C
Re Trade Marks Acts Re Ducker's Trade Mark No. 446798
Hood's Trustee in Bankruptcy v The Southern Union General Insce Co of Australasia ld
Companies Winding Up Re Companies (C) Act, 1908 Re The Anglo German Coal Co ld
Re Figgis Maurice v Figgis
Re Oppenheimer, dec Grenville v Oppenheimer
Re Same Same v Same
Walbrook v Clare
Fish v The National Union of General Workers ld
Re an Application by Fanfold ld Re Trade Marks Acts, 1905 and 1919
Re Keystone Knitting Mills ld Trade Mark Re Trade Marks Act, 1905 to 1919
Taylor v Whiteman
Hinde v Hinde

Woolliscroft v Stoke-on-Trent Corpn
Re Collyer, dec Cecil v Collyer
Re F E C Habgood, a Solr (re Taxation of Costs)
Re Fitch's Will Trusts Public Trustee v Nives & ors
Cutler v Davis
Weld v Petre
Same v Same
Re J K Ford & Weston ld and re Companies (C) Act, 1908
Maybury v Spickernell

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

Smith v Wood

FROM THE CHANCERY DIVISION.

(In Bankruptcy.)

Re Bueb Expte C B Smith v The Trustee of the Property of the Bankrupt
Re a Debtor (No. 1375 of 1927) Expte The Debtor v The Petitioning Creditor & The Official Receiver

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

Re Alfred Gates, dec
Re Same

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

For Judgment.

Hyman, M W v Hyman, M P and re an issue
Hyman, M P & Hyman, M W
Hughes, L G v Hughes, G E

For Hearing.

Re Richard Weston, dec Weston v Weston
Shallis v Freeman

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

For Judgment.

Re Arbitration Act, 1889 The Hain Steamship Co ld v The Board of Trade

For Hearing.

Foreman & Ellams ld v Federal Steam Navigation Co ld (s.o. pending a decision in House of Lords)
Rider, Trustee of Estate of G W Wake, dec, in bankruptcy v Clarke pt hd (s.o. May 17)
Hylton v Harris
Smith, Hogg & Co ld v Louis Bamberger & Son
Same v Same
Pragnell v W T Henley's Telegraph Works Co ld
Re an Arbitration between Symington & Co and The Union Insurance Society of Canton ld
Davis v P E Mahoney & Sons
Equitable Investment Co ld v Dixon & Co
Pauer v Campbell
Re Agricultural Holdings Act, 1923 Howson v Buxton
Sheppard v National Provincial Bank ld
Row v Wareham Electric Supply Co ld & ors
St Anne's Well Brewery Co ld v Roberts & ors
J Aron & Co (Incorporated) v Miall
Lloyd v Cook
Ford v Smith
Rook b The Derwent Board of Conservators
Mitchell v Hammond
Sowerby v Lindsey
Field v Dott
Rolfe v Hobbs
Piper v The Metropolitan Electric Railways ld
Robson v Conchie
Gabbitas v Rossingnon
J W Jackman & Co ld v Leigh
Dent v Bussell
More v Weaver
Rampton v Paterson
Re an Arbitration between The Clan Line Steamers ld and The Board of Trade
Goudge v Broughton
Qualicum Beach Estate ld v Wood
Simson v Miatt
Linton v Newcastle Corpn
Wiggins v Lavy

(Revenue Paper—Interlocutory List.)

Att-Gen v Timber Operators and Contractors ld

(Revenue Paper—Final List.) 1928.

Mills v Jones (Inspector of Taxes)
Att-Gen v Luncheon & Sports Club ld
Att-Gen v J J Lane ld

(Interlocutory List.)

Wood v The Bradford & District Newspapers Co ld
Re The Workmen's Compensation Acts.

(From County Courts.)

Muscroft v Stewarts & Lloyds ld
Elwell v Crane Foundry Co ld
Pateman v Kent County Laundries ld

STANDING IN THE "ABATED" LIST.

FROM THE PROBATE AND DIVORCE DIVISION.

Divorce Sneyd v Sneyd (Wilmer co-respt)
Same v Same (s.o. generally)

FROM THE CHANCERY DIVISION.

(Final List.)

Re Wombwell Brodrick v Hohler (s.o. generally)

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

Griffiths v W B Frick, Son & Lloyd and ors (adjourned Feb. 20, 1928, to be reinstated after statement of claim and particulars delivered)

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

For the purpose of securing the more speedy disposition of business and especially of the shorter Witness Actions, the Judges of the Chancery Division are divided into two groups of three each, and there are three lists, namely: The Non-Witness List, the Witness List Part I, into which the shorter Witness Actions will go, and the Witness List Part II, into which the longer Witness Actions will go.

GROUP I.—Mr. Justice EVE, Mr. Justice ROMER and Mr. Justice MAUGHAM.

GROUP II.—Mr. Justice ASTBURY, Mr. Justice TOMLIN and Mr. Justice CLAUSON.

TRINITY SITTINGS, 1928.

GROUP I.

Mr. Justice EVE will take Part II of the Witness List.

Mr. Justice ROMER will take the Non-Witness business as set out in the Trinity Sittings Paper.

Mr. Justice MAUGHAM will take Part I of the Witness List. Companies (Winding up) business will be taken on each Monday.

GROUP II.

Mr. Justice ASTBURY will take Part II of the Witness List.

Mr. Justice TOMLIN will take the Non-Witness business as set out in the Trinity Sittings Paper.

Mr. Justice CLAUSON will take Part I of the Witness List. Bankruptcy business will be taken as announced in the Trinity Sittings Paper.

GROUP I.

Before Mr. Justice EVE.

Retained Adjourned Summons.

Re Rochford Cullipp v Rochford

Witness List. Part II.

Re James Webbe v James (pt hd)
Re The Companies (C) Act 1908 Re The Arley Spinning Co ld
Gowen v Crisp
Phillippi v Administrator of German Property (s.o. for Att-Gen)
Norddeutsche Bank in Hamburg v The Nobel Dynamite Trust Co ld
Rose Street Foundry & Engineering Co ld v India Rubber, Gutta Percha Telegraph Works Co ld
Farnsworth v Farnsworth
Cobbold v Garrett
Sheldon v Kingston
Eddowes v Newland
Re Davis Hartwell v Davis
Chapman v Chapman
James v Andrews
Same v Same
Re The Companies (C) Act 1908 Re Cinemas (West) ld
Barnsley v Greengrow
Dickinson v Cottrell
Kilby v Ashby
Driscoll v Selby
Glover v Collden
Tomlinson v Smith
Attorney-General v Dale
Tolley v Hawkins
Attorney-General v Cotterell
Abbott v Ner-Sag ld
The Burlington Property Co ld v Meux Brewery Co ld
Leckie v Pickford
Grimwood v Aldenham
Talbot v Barber
Labrador Co v Bynoe
Coutts & Co v C Turner & Son ld
Flint v Brown
British Trust & Banking Co ld v S & F S James
Santa Fe & Cordoba Ry Syndicate ld v Bordeni Syndicate ld
Ward v Kellaway
Bambrick v Whitstable Electric Co ld
Simons v British Controlled Oilfields ld
Hollister v Lewis
Smith v Hardwick
Cookson v Sheid
Cotter v National Union of Seamen
Dempsey v Jauncey
Allison v Vandervell
Attorney-General v Cambridge C C
Slipper v Sharpe
Hyde v Harrison
Greengrass v Adhern
Binks v Rank
Re Wade Bouskell v Rolleston
Davies v National Bank ld
Tanner v National Union of Seamen
Rothwell-Jackson v National Provincial Bank ld
Lattey v Gold
Prices (Tailors) ld v Donegal Tweed Co ld
George Edwardes (Daly's Theatre) ld v Mills and Dawe ld
Stevens v Willing
Great Western Railway v Monmouthshire County Council
Stimson v Gray
Casbolt v Herbert
West End Pharmacy Co ld v Martin
Maclean v Workers' Union
Roberts v Roberts
Douglas Packing Co v W Evans and Co
Crawshaw v Dethridge
Smeed v Grant
Attorney-General v B Goodman ld
Wheeler Osgood Co v Evans Osgood & Co ld
Same v Same Re Trade Marks Acts 1907 and 1919
Goldsbrough v Andersen
Gregoriades v F L Smith ld
Harrow Development Co ld v Foundation Co ld

Before Mr. Justice ROMER.

Retained Witness Action.

Re Companies (C) Act 1908 Re W H Bowater ld (pt hd)

Further Considerations.

Re Jones Morgan v Attorney-General
Burrows v Nelson

Adjourned Summonses.

Re Wiltshire Head v Wiltshire (s.o.)
Re Trade Marks Acts 1905 & 1919 Re Application by Liverpool Electric Cable Co ld Re Application No. 476,022
Re Same Re Application No. 488253
Re Grove-Grady Plowden v Lawrence (s.o. for Att-Gen)
Re Francis Phillips v Motum
Re Palmen Palmen v Hodgson
Re Hardy Hardy v Hardy
Re Clarkson Fullwood v Clarkson
Re Fredman Fredman v Cooke
Re Higgins Helder v Mossop
Re Northcliffe Arnolz v Hudson (s.o. for Att-Gen)
Stewart v Stewart
Re Curry Bournston v Curry
Re Blackett Blackett v Brown
Re Trading with the Enemy Amendment Act 1918 Re Hotel & Restaurant Employees (Union Ganymede) Friendly Soc
Re Symons Henriques v Elkin
Re Royce Holt Hughes v Royce
Re Same Same v Same
Re Same Same v Same
Re Norton Pinney v Beauchamp
Re Strickland & re Settled Land Act 1925
Re Aish Aish v Aish
Re Knowles Foster Sheard v Simmonds
Re Primavesi Woods v Jones
Re Price Price v Price
Re Rumsey Lloyd v Williams

Before Mr. Justice MAUGHAM.
Retained Action.

Re The Companies (C) Act, 1908
Re H Cohen ld (pt hd)
Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Nixon v H A P P Tanning Co ld
Blasius v March
Marsh v Griffith
Re Duly Potter v Ovenden
Woodall-Duckham (1920) ld v Hardwicke
Brooks v Associated Portland Cement Manufacturers ld
Wheeler v Stuart
Stringer v. Davey
Chinery v Chinery
Frank v Frank
Lifton v Teff
Re Kent Jeffery v Kent
J Salmon & Son ld v Rawlins
Love & Malcolmson ld v Biggart
Regents Park Development Co ld v Saunders-Jacobs
Zimbler v Jacobs
Chaney v Maclow
White & Co v English Colonial and Foreign Trust ld
Lawrence v Litholite Insulators ld
Johnson v Clarke
Bridger v Booth
Re Companies (C) Act 1908 re F E Stanton ld
National Provincial Bank ld v Davies & Son
Chamberlain v Denny
Gardner & Co ld v Cone
Beard v Jonesco
Artick v Sinclair
Adelmann & Ham Boiler Corpn v Llanrwst Foundry Co
Attorney-General v Birkenhead Corporation
Haworth v Connell
Hunt v Sullivan
Aerograph Co ld v Attwood's Spraying Equipment ld
Re Willmott Widdicombe v Taylor
Marconi Wireless Telegraph Co ld v Alphian Wireless ld
Grant v Derwent
Billing v Johnson
Thomas v Lewis
Walworth Pharmacy v Farquhar
Re Cruesmann Cruesmann v Cruesmann
Goodbody v Mlinarie
Wragg v Michaux
Vair-Turnbull v Sandfield
Perfecta Seamless Conduit Co (1923) ld v Benson
Wilmot v Vale
Buckworth v. Paine
Shorr v E Mortimer (London) ld
Webster v Mitchell
Brewerton v Dewar
Re Trade Mark No. 476178 and re Trade Marks Acts 1905 and 1919
Kingstone v Vine
Stephens v Hoffman
Corrigan v Rayson
Makaule-White v Egleton
Rickarton v Wintle
Mayhew v Occleshaw
Re Wilkinson Wilkinson v Wilkinson
Remington v Norsworthy
De Oliveira v National Provincial Bank ld
Cooper v. David Greig ld

COMPANIES (WINDING UP) and CHANCERY DIVISION.

Companies (Winding Up).
Petitions (to wind up).

Alliance Bank of Simla ld (petn of L W Warlow-Harry—ordered on May 6, 1924 to s.o. generally)
Robert Young's Construction Co ld (petn of London Asphalte Co ld s.o. from Jan 20 1925—liberty to apply to restore)
H A P P Tanning Co ld (petn of J B Maclean and ors—ordered on June 2 1926 to s.o. generally)
Trinidad Land & Finance Co ld (petn of A H Clifford & anr, trading as Clifford & Clifford —ordered on June 15 1926, to s.o. generally)
British Baltic Development Co ld (petn of A Vercoutere—ordered on March 5 1928 to s.o. generally—liberty to apply to restore)
J Lashwood ld (petn of Etablissements Arnold Greif—s.o. from April 23 1928 to June 11 1928)
A Roberts & Co ld (petn of T C Jones & Co ld—s.o. from April 23 1928 to June 11 1928)
Astley Mills Co ld (petn of S Bradley—s.o. from April 23 1928 to June 11 1928)
Dillwyn Colliery Co ld (petn of E E Bevan—s.o. from May 21 1928 to June 18 1928)
American Information Bureau ld (petn of Direct Transport and Shipping Co ld—s.o. from May 7 1928 to June 11 1928)
Salters Trust ld (petn of Simpson, Miller & Springer, a firm—s.o. from May 21 1928 to June 11 1928)
Private & Industrial Banking Co ld (petn of C D L Greenhalgh, trading as W F Jackson & Sons —s.o. from May 14 1928 to June 11 1928)
Llest Collieries ld (petn of W S Davie & ors, trading as Davie and Co.—s.o. from May 21 1928 to June 11 1928)
Kinsler Stern & Co ld (petn of Westminster Bank ld—s.o. from May 21 1928 to June 18 1928)
H C L Syndicate ld (petn of W M F Corry—s.o. from May 21 1928 to June 11 1928)
Frank Hayes ld (petn of M Dunn ld, by its Liquidator)
R Hancock & Sons ld (petn of A C Grover)
T N Barling & Co ld (petn of Ernest H Gates & Co ld)
Car Owners Mutual Assurance Society ld (petn of B D Pinfold)
Turf Publishers ld (petn of Walbrook & Co ld)
Regol Oil Gas Co ld (petn of O Anderson)
Boué Sœurs ld (petn of H M Attorney-General)
British Coal Consumers ld (petn of Commercial Coal & Coke Co ld, by its Liquidator)
Scottish Petroleum Co ld (petn of Union Creosote & Oil Co., Incorporated)
Kammond Syndicate ld (petn of Sussex Brick Co ld)

(To be continued.)

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 14th June, 1928.

	Middle Price 6th June	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	88⅜	4 11 0	—
Consols 2½%	56¼xd	4 8 6	—
War Loan 5% 1929-47	101⅜	4 18 9	4 18 9
War Loan 4½% 1925-45	96¾	4 13 0	4 16 6
War Loan 4% (Tax free) 1929-42	100¼	4 0 0	4 0 0
Funding 4% Loan 1960-1990	90½	4 9 0	4 11 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94	4 6 0	4 7 0
Conversion 4½% Loan 1940-44	97½	4 12 0	4 16 0
Conversion 3½% Loan 1961	78	4 10 0	—
Local Loans 3% Stock 1921 or after	65xd	4 12 0	—
Bank Stock	264	4 11 0	—
India 4½% 1950-55	93	4 17 0	5 0 0
India 3½%	71½xd	4 18 0	—
India 3%	61½xd	4 17 0	—
Sudan 4½% 1939-73	97	4 13 0	4 17 0
Sudan 4% 1974	86	4 13 0	4 17 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	83	3 13 0	4 6 0
Colonial Securities.			
Canada 3% 1938	55xd	3 12 0	4 18 0
Cape of Good Hope 4% 1916-36	93	4 6 0	5 0 6
Cape of Good Hope 3½% 1929-49	81xd	4 7 0	5 0 0
Commonwealth of Australia 5% 1945-75	100xd	5 0 0	5 2 6
Gold Coast 4½% 1956	95xd	4 15 0	4 17 6
Jamaica 4½% 1941-71	95	4 15 0	4 18 6
Natal 4% 1937	93	4 6 0	5 0 0
New South Wales 4½% 1935-45	90xd	5 0 0	5 7 0
New South Wales 5% 1945-65	98	5 2 0	5 3 0
New Zealand 4½% 1945	97	4 13 0	4 17 6
New Zealand 5% 1946	102xd	4 18 0	4 16 6
Queensland 5% 1940-60	98	5 2 0	5 3 0
South Africa 5% 1945-75	101xd	4 19 0	5 0 0
South Australia 5% 1945-75	97xd	5 2 0	5 0 0
Tasmania 5% 1945-75	101	4 19 0	5 0 0
Victoria 5% 1945-75	98xd	5 2 0	5 0 0
West Australia 5% 1945-75	99	5 1 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64xd	4 13 0	—
Birmingham 5% 1946–56	104	4 16 6	4 17 7
Cardiff 5% 1945–65	102	4 18 0	4 18 0
Croydon 3% 1940–60	71	4 5 6	5 0 0
Hull 3½% 1925–55	78	4 10 0	5 0 0
Liverpool 3½% Redeemable at option of Corporation	74xd	4 14 0	5 0 0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	55	4 11 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4 12 6	—
Manchester 3% on or after 1941	65	4 12 0	—
Metropolitan Water Board 3% 'A' 1963–2003	66	4 12 0	4 17 0
Metropolitan Water Board 3% 'B' 1934–2003	66½	4 11 0	4 15 6
Middlesex C. C. 3½% 1927–47	84	4 3 6	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	64	4 15 6	—
Stockton 5% 1946–66	103	4 17 0	4 19 0
Wolverhampton 5% 1946–56	103	4 17 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	85	4 14 0	—
Gt. Western Rly. 5% Rent Charge	103	4 17 0	—
Gt. Western Rly. 5% Preference	99	5 1 0	—
L. & N. E. Rly. 4% Debenture	81	4 19 0	—
L. & N. E. Rly. 4% Guaranteed	76½	5 5 0	—
L. & N. E. Rly 4% 1st Preference	66	5 19 0	—
L. Mid. & Scot. Rly. 4% Debenture	82½	4 16 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	80	5 0 0	—
L. Mid. & Scot. Rly. 4% Preference	76½	5 5 0	—
Southern Railway 4% Debenture	82½	4 16 6	—
Southern Railway 5% Guaranteed	101	4 19 0	—
Southern Railway 5% Preference	94	5 6 0	—

Continued from page xiv.

YOUNG Solicitor, Honours Graduate in Laws, Prizeman and Honours, energetic and experienced general London practice, at present salaried partner in London, desires change and seeks appointment with firm in City or West End with view to ultimate partnership; expert conveyancer under new Acts and accustomed to interview and advise clients and to act without supervision. —Box 441, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR (24), woman, good experience London and country; conveyancing, common law and general; willing undertake advocacy; accustomed interviewing clients; desires post London or within 50 miles. Salary by arrangement; would consider temporary post.—"C," Box 440, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (41), Public School, experienced conveyancing, probate, trusts, desires engagement; prospect future partnership. Now assistant solicitor with prominent firm. Salary by arrangement.—"W," Box 434, Solicitors' Journal, 29 Breams-buildings, E.C.4.

LAW.—Elderly Solicitor desires light position (entirely without supervision, if required), London. "P.Q.," Box 294, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR recommends Junior Clerk (21). Six years present office; shorthand, typewriting; clerical side of work of Clerk to Commissioners of Taxes Reasonable salary.—"H.," Box 405, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, experienced in Conveyancing, is open to assist solicitors by post.—Box B. 331, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (BA. Cantab. and Honours), desires engagement. Conveyancing, Common Law or Chancery, without supervision.—"K.L." Box 414, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, young, energetic and capable, requires post London; good experience; willing undertake advocacy, if required; salary by arrangement; temporary engagement might be considered.—"G.," Box 410, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), Cambridge graduate, desires Managing Clerkship. Good general experience.—Apply "Alpha," Box 320, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PRACTISING Solicitor would consider appointment as assistant where proper facilities would be given for the conduct of his own practice on terms. Experience mostly conveyancing and High Court litigation, some advocacy. London only.—Write "M.," Box 353, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PROVINCIAL Solicitors desiring to open London office on favourable terms, with or without assistance, should write.—"Subscriber," R., Box 354, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR (39), seeks appointment, preferably abroad. Legal or semi-Commercial, experienced Conveyancing, Probate, Income Tax, Trust A/cs., Finance and numerous business enterprises. One-time Chief Accountant, large firm. Some capital. Replies to "P.L.," Box 213, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

EX-OFFICER, age 42, married, ability and personality, 25 years in motor trade, trained engineer, experience sales administration and specialist in running and maintaining transport; excellent testimonials; urgently requires position, home or abroad. 9153.

REGULAR Officer, 41, Public School, journalist and author, three published books; typing; speaks well in public; widely travelled; knows Continent well; good driver, mechanic. As secretary to public man or M.P. 9297.

GENTLEMAN, aged 50 (with five young sons), anxious to find work; unbusinesslike record, having volunteered for active service October, 1899, and August, 1914. Will some Old Shirburnian interest himself? Dis. 140.

GENTLEMAN, 33, public school, 4 years' active service, sound health, capable shorthand and typewriting, highest references, seeks employment, scientific rather than economic (A) secretary to traveller; (B) assistant in research work (already 2 years' experience) (C) any similar appointment. 9381.

EX-OFFICER, aged 33, Public School, capable, highest integrity, travelled, knowledge of bookkeeping, accounts, desires secretarial, managerial or administrative post. Urgent. 467.

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SOLICITOR (32) Public School; Trinity, Cambridge; seven years' experience well-known London firm; especially conveyancing, trust and probate; desires partnership, succession or preliminary arrangement in Surrey or Sussex. Capital available.—"S." Box 443, Solicitors' Journal, 29 Breams-buildings, E.C.4.

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SOLICITOR, with high-class practice in large South Coast town, wants active partner, with some experience. Easy terms to the right man.—"Z," Box 449, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LONDON SOLICITOR with public appointments, seeks amalgamation with, or succession to solicitor desiring partial or complete retirement; energetic worker; capital available.—"H," Box 432, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR wishes to purchase small practice in City for cash.—"B," Box 414, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, London, with good class practice, wishes to amalgamate with a substantial firm.—Reply "L.," Box 423, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, having well-situated offices London and good class business, wishes to meet another similarly situated with a view to amalgamation.—Reply "Z.," Box 424, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITORS in Central London are desirous of acquiring a succession of entering into a working arrangement with a view to an amalgamation: moderate capital available.—"Lex," Box 428, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase Partnership or Succession (conveyancing, probate and general); moderate capital; preliminary working arrangement preferred.—Reply "A.," Box 330, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, aged 34, admitted 1920, last two years London, following country general practice, desires partnership or succession. East Anglia preferred. —Apply "B.S." Box 311, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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LEGAL Succession.—London Solicitor, wide experience, seeks succession London Practice of best class, to amalgamate with present practice; would take over offices. Preliminary working arrangement preferred, highest references. Reply "A.B.," Box 252, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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